

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS, HOUSTON DIVISION**

IN RE:

REFRESHING USA, LLC

Debtor¹

§
§
§
§
§
§

Chapter 11

**CASE NO. 24-33919
(Jointly Administered)**

**DECLARATION OF PAUL BARRERA ISO MOTION FOR RELIEF FROM STAY AS
TO CERTAIN WATER MACHINES**

I, Paul Barrera, do hereby swear and affirm as follows:

1. I am an attorney for Plaintiff James Group International LLC ("*James Group*"). I am of legal age and competent to testify to the matters contained herein.

¹ 1 Debtors and debtors in possession these Chapter 11 cases ("Bankruptcy Case(s)"), along with the last four digits of their respective Employer Identification Numbers, are as follows: Refreshing USA, LLC (85-3358945) ("Refreshing"), Case No. 24-33919; Water Station Management LLC (81-1202716) ("Water Station"), Case No. 24-33924; and Creative Technologies, LLC (46- 2581888) ("Creative" and, together with Refreshing and Water Station, "Debtors"), Case No. 24- 33934. Debtors' mailing address is: 2732 Grand Ave., Ste. 122, Everett, WA 98201

DECLARATION OF PAUL BARRERA ISO MOTION
FOR RELIEF FROM STAY AS TO CERTAIN
WATER MACHINES
NO. 24-33924-ARP, NO. 24-33919-ARP,
NO. 24-33934-ARP (1)

NORTH CITY LAW, PC
17713 Fifteenth Avenue NE, Suite 101
Shoreline, WA 98155-3839
Phone: 206.413.7288
Fax: 206.367.0120

2. Attached hereto as Exhibit A is a copy of the contract between James Group and Water Station Management, LLC, along with machine serial numbers provided to James Group by Ryan Wear.

3. Attached hereto as Exhibit B is a copy of the Declaration of Nick Howe, Data Analytics Lead for Turning Point Strategic Advisors (the “**Receiver**”), the general receiver over Creative Technologies, L.L.C., Refreshing USA LLC, and Water Station Management LLC (Dkt. #13-21, #13-22). Exhibits A and C have been removed in the interests of brevity. Complete copies are available upon request.

4. Attached hereto as Exhibit C is a copy of the Declaration of Eric Camm, Principal and Director of Receiver (Dkt. #13-19). The Exhibits have been removed in the interests of brevity. Complete copies are available upon request.

EXECUTED this Tuesday, November 5, 2024, in Shoreline, Washington.

I, the undersigned, declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

/s/ Paul Barrera
Paul A. Barrera

DECLARATION OF PAUL BARRERA ISO MOTION
FOR RELIEF FROM STAY AS TO CERTAIN
WATER MACHINES
NO. 24-33924-ARP, NO. 24-33919-ARP,
NO. 24-33934-ARP (2)

NORTH CITY LAW, PC
17713 Fifteenth Avenue NE, Suite 101
Shoreline, WA 98155-3839
Phone: 206.413.7288
Fax: 206.367.0120

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A
DECLARATION OF PAUL BARRERA

DECLARATION OF PAUL BARRERA ISO MOTION
FOR RELIEF FROM STAY AS TO CERTAIN
WATER MACHINES
NO. 24-33924-ARP, NO. 24-33919-ARP,
NO. 24-33934-ARP (3)

NORTH CITY LAW, PC
17713 Fifteenth Avenue NE, Suite 101
Shoreline, WA 98155-3839
Phone: 206.413.7288
Fax: 206.367.0120

WATER STATION MANAGEMENT, LLC SERVICE AND MANAGEMENT AGREEMENT

This Service and Management Agreement (the "Agreement") is effective as of Nov 12th, ~~2018~~ 2019 by and between Water Station Management, LLC, a Washington limited liability company ("WSM" or "Contractor"), and James Group Intl. LLC, a(n) NEVADA LLC ("Owner").

RECITALS

A. WSM is a Washington limited liability company generally engaged in the business of: (1) servicing, maintaining and repairing water vending machines; (2) locating and relocating such machines for commercial vending purposes; and (3) managing the operation and collection of profits from such machines.

B. Owner owns certain vending machines more particularly described in Exhibit A hereto (the "Vending Machines").

C. The Parties desire to enter into an Agreement under which WSM provides certain management and other services with respect to the Vending Machines, subject to the terms and conditions set forth herein.

AGREEMENT

In consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. Scope of Services. Subject to the terms and conditions set forth herein, WSM agrees to provide the following services to Owner:

a. Definitions. For purposes of this Agreement, "Location(s)" shall mean any location, address and/or place of business where WSM, whether currently, in the past and/or during the term of this Agreement, whether directly, indirectly and/or on behalf of any vending machine owner: (1) contracts or has contracted for the placement, use and/or operation of Vending Machines, including, but not limited to, any lease agreement; (2) has established, solicited or procured any business relationship relating to the placement, use and/or operation of Vending Machines, including, but not limited to, engaging in negotiations or targeted marketing or solicitation efforts towards the owner of said Location; and/or (3) is contained on the list of locations maintained by WSM in the ordinary course of its business.

For purposes of this Agreement, "Location Owners" shall mean: (1) any owner of a Location, as defined herein, and/or its heirs, spouses, assigns, parents, subsidiaries, shareholders, officers, directors, partners, and/or members; (2) any person or entity contained on the list of Location Owners maintained by WSM in the ordinary course of

its business; and/or (3) any owner of a Location that was discovered, came to the attention of Owner and/or entered into a business or contractual relationship with Owner based on the direct or indirect efforts of WSM during the term of this Agreement, including, but not limited to, marketing, advertising, solicitation, negotiation, and/or execution of contract work performed by WSM.

b. Location/Relocation of Vending Machines/Leases/Services. WSM will use its best efforts to locate, negotiate and secure leases for the operation of the Vending Machines at specific Locations within its existing and future network of Location Owners, along with the other services provided in this Paragraph 1(b).

More particularly, during the term of this Agreement, WSM will take commercially reasonable steps to:

- (1) Find suitable Locations for the Vending Machines and Location Owners with which to contract for the placement, use and operation of those Machines;
- (2) Negotiate, execute and maintain lease agreements and related contracts under and through which the Owner receives payment and a stream of revenue for the use of those Machines, including, but not limited to, providing for the following:
 - (a) Collection of cash from the Vending Machines by third-party local service agents contracted with or hired by WSM based on payment of a percentage of such collectables back to those third-party agents (such agents may be owned by or affiliated with WSM);
 - (b) Negotiation, execution and servicing of service agreements for credit card or electronic payment sales with third-party credit card companies under contract with WSM; and
 - (c) Negotiation, execution and servicing of agreements to receive advertising revenue gained from advertisements contained on the LCD or other screens of the Vending Machines, and collection of related revenues from advertisers by WSM.
- (3) Transport the Vending Machines to and from the Locations;
- (4) Service, maintain and repair the Vending Machines as reasonably necessary in WSM's discretion;
- (5) Manage the operations of those Machines;

- (6) Relocate the Machines to new replacement Locations in the event a lease is cancelled or terminated during the term of this Agreement;
- (7) Maintain all licensing and registrations reasonable and necessary for the use and operation of Vending Machines as described herein;
- (8) Hire any employees, independent contractor, third party contractors, materialmen, suppliers, and vendors reasonable and necessary, in WSM's discretion, to carry out the services described herein, including, but not limited to, technicians, repair and/or maintenance contractors and suppliers;
- (9) Maintain all books and records, including, but not limited to, any software records and leases and all agreements including vendor and sub-agreements relating to the Vending Machines; and
- (10) Collect payments from the Location Owners for use of the Machines under the leases.

(Collectively, the above services shall be referred to herein as the "Services").

WSM will receive a commission/payment for the above Services, all as more particularly set forth below.

c. Management and Authority. Owner hereby grants to WSM full authority to make all day-to-day decisions and take all actions not specifically reserved by Owner under this Agreement with respect to the placement, use and management of the Vending Machines, including, but not limited to, all actions described under Paragraph 1(b) above.

d. Major Decisions. The following decisions require written mutual approval by Owner and WSM:

- (1) Incurring of any shared operating expense in excess of \$_____ (\$2,000.00 if left blank) .
- (2) Any decision to sell, replace or encumber a Vending Machine.
- (3) Any decision to renew a lease or other agreement for the placement and use of a Vending Machine that

extends longer than the current Term of this Agreement.

- (4) Any decision to terminate an existing lease or other agreement for the placement and use of a Vending Machine before the term of that lease or other agreement expires.
- (5) Any decision to decommission any Vending Machine; and/or
- (6) Any decision to enter into a new lease or other agreement for the placement and use of a Vending Machine if that lease or other agreement pays a fixed monthly payment that is less than the fixed payment or average monthly payment over the preceding 12 month period under the existing such lease or other agreement.

e. No Warranty. (See Addendum) WSM makes no representation, guarantee or warranty to secure any specific lease, location or number of leases or locations, nor to generate any specific amount of revenue from such leases or locations. WSM shall have no liability for any such failure to secure any specific lease, location or number of leases or locations, nor for any failure to generate any specific amount of revenue therefrom.

2. Term. This Agreement shall be effective as of the date of mutual execution and shall remain in effect for a period of _____ years (seven years if left blank) unless terminated earlier as set forth below (the "Term," as may be extended as provided herein).

This Agreement shall automatically renew for additional period(s) of _____ year(s) (three years if left blank) after the expiration of the above term unless terminated on at least _____ days (sixty days if left blank) notice as set forth below.

3. Commission/Compensation/Distribution. (See Addendum) In consideration of the services described above, WSM shall receive payment and the Owner shall receive a distribution calculated as follows:

- a. From any and all gross profits generated, whether directly or indirectly, by or from any Services described under Paragraph 1(b) above, including, but not limited to, any gross profits paid, generated, received, and/or derived, whether directly or indirectly, at, by and/or from any Location, Location Owner and/or the placement, use and/or operation of any Vending Machine at any Location (the "Gross Profits"), the following sums shall be

deducted and paid in the following order of priority prior to distribution of any funds to the Owner:

- (1) A flat fee of TWENTY-PERCENT (20%) of all Gross Profits shall be paid to WSM, from which WSM will pay any sums owing to any agent servicing the Vending Machines (e.g., the snack vending company).

In the event the referenced agent servicing the Vending Machines charges more than that 20% flat fee, WSM shall be responsible for the difference from its share of the Net Profits described below.

In the event the referenced agent servicing the Vending Machines charges less than that 20% flat fee, WSM may retain the difference as part of its fee for Services.

- (2) A flat fee of TWENTY-PERCENT (20%) of all Gross Profits shall be paid to WSM, from which WSM will pay any sums owing to the Location Owners for placing and operating the Vending Machines at said Locations ("Commission").

In the event the Location Owners charge more than that 20% flat fee for Commission, WSM shall be responsible for the difference from its share of the Net Profits described below unless both Owner and WSM agree in writing to the Commission as negotiated and agreed as a shared expense of the business.

In the event the referenced Location Owners charge less than that 20% flat fee, WSM may retain the difference as part of its fee for Services.

- (3) The cost of any water filters for the Vending Machines shall be paid to WSM.
- (4) Any shared expense mutually agreed to by WSM and Owner, including the cost of insurance obtained by WSM for the Service, and Vending Machines.
- (5) The net profits remaining from the Gross Profits after payment of the items described in Paragraphs 3(a)(1), (2), (3) and (4) (the "Net Profits") shall be paid and distributed as follows:

(a) WSM shall receive ~~FIFTY~~ FORTY SEVEN PERCENT (~~50~~ 47%) of all such Net Profits; and

(b) The Owner shall receive FIFTY THREE PERCENT (53%) of all such Net Profits

For purposes of this Agreement, without limiting the foregoing, the Gross Profits described above shall include, but not be limited to, the gross profits derived from any payment, rents, fees, proceeds, revenues or revenue sharing, and/or monies or other consideration transferred or paid in relation to the Services described in Paragraph 1(b) and/or by any Location Owner to the Owner or WSM under any lease or other agreement relating to the Vending Machine, along with any related advertising revenue.

- b. The payment of net profits to Owner and WSM described above shall occur on or before the 20th day of each month.

WSM is expressly authorized to release and pay the funds as set forth in Paragraph 3(a) above without further notice or authorization from Owner.

In the event Owner receives direct payment of any sum described in Paragraph 3(a) above, including, but not limited to, any Gross Profits, Owner agrees to immediately transfer said funds to WSM.

- c. At the time of payment described above, WSM shall provide Owner with a statement showing the gross revenue, costs described above and net revenue distributed to WSM and Owner.

Within THIRTY (30) DAYS of written request, WSM shall provide Owner with any receipts or other written statements in WSM's possession reflecting the above Gross Profits and Net Profits.

- d. Notwithstanding anything to the contrary contained herein, nothing in this Agreement or this Section 3 shall be construed to create any right, claim, cause of action, and/or beneficial interest in any third-party, including, but not limited to, any Location Owner and/or agent servicing the Vending Machines.

4. Relationship Between the Parties.

- a. Limited Agency. WSM shall be the agent for Owner for purposes of taking the actions described in Paragraph 1(b) and 1(c)

above and is fully authorized by Owner to negotiate and execute any and all documents, including any leases and related agreements with Location Owners that are necessary to fulfill the duties described herein.

- b. No Partnership/Joint Venture. Notwithstanding anything to the contrary contained herein, nothing in this Agreement shall be construed as creating any partnership or joint venture.

Owner shall have no ownership interest in WSM and hereby expressly waives and releases any right, title, claim, and/or ownership in or to WSM or the assets or profits thereof.

- c. No Employment Agreement. Nothing in this Agreement shall be construed as creating any employer/employee relationship between the Parties.

- d. No Fiduciary Relationship. To the fullest extent allowable under the law, Owner fully and unconditionally waives, releases and discharges WSM from any fiduciary duty at law or by statute, that WSM might otherwise owe to Owner.

- d. Indemnification, Defense and Hold Harmless. Owner hereby agrees to fully and unconditionally indemnify, defend and hold WSM, its officers, directors, shareholders, employees, independent contractors, and/or members harmless from any and all claims, rights, causes of action, lawsuits, proceedings, and/or other liabilities brought or asserted by any third party that arise from or are in any way related to this Agreement and/or the performance by WSM under this Agreement, except in cases of gross negligence or intentional misconduct by WSM.

- e. Waiver of Competition by WSM. Owner agrees and acknowledges that WSM currently provides and will continue providing similar services to those described herein to various other vending machine owners, including, but not limited to, in relation to the same network of Locations and Location Owners with whom WSM will market and potentially negotiate agreements under this Agreement. Owner fully and unconditionally releases any claim, right or cause of action against WSM for engaging in such competitive activities, including, but not limited to, any related claim of breach of fiduciary duties, conflict of interest, breach of contract, and/or interference.

- 5. Bank Deposits. Owner understands and agrees that WSM provides the management and other services relating to vending machines that are the subject

matter of this Agreement to other owners. Owner further understands and agrees that WSM is not required to maintain separate bank accounts or to otherwise segregate the Gross Profits or Net Profits as described in Paragraph 3 above from similar payments received under contracts for the benefit of other vending machine owners. WSM will track and keep records reflecting the payments received from Location Owners described in Paragraph 3 above and will not distribute such funds except in accordance with the requirements of said Paragraph 3 above. Owner fully and unconditionally grants WSM full power and authority to establish and deposit funds into its bank account, make any payments and distributions, sign any documents, and take any further actions WSM deems reasonable or necessary in order to carry out the obligations described in this Agreement, including, but not limited to, pursuant to Paragraph 3 above.

6. Insurance. WSM shall add Owner to insurance coverage for the Vending Machines naming Owner as an additional insured. If for any reason Owner or any lender to Owner requires insurance coverage beyond the insurance purchased by WSM, such insurance shall be obtained by Owner at Owner's expense.

7. Operating Reports. WSM shall provide Owner with an annual operating report or equivalent statements/supporting documents reflecting annual gross and net profits, costs and distributions.

8. Termination. Either Party may terminate this Agreement, upon 30 days written notice and failure of the other Party to cure, upon the following occurrences:

- a. Material breach by the other Party;
- b. The other Party's filing and/or adjudication of bankruptcy, insolvency, liquidation, reorganization, compulsory composition, arrangement, readjustment, or dissolution;
- c. Death of the Owner;
- d. The Owner is adjudicated by a Court of competent jurisdiction to be legal incompetent to manage his person or estate or is incapacitated;
- e. The other Party makes an assignment for the benefit of creditors;
- f. Any third party obtains against the other Party or the other Party seeks, consents to, or acquiesces in the appointment of a trustee, receiver or liquidator of all or substantially all of its business, property or other assets

In addition to the above, either Party may terminate this Agreement by

providing written notice to the other Party of its intent to terminate at least SIXTY (60) DAYS prior to the expiration of the Term of this Agreement, as extended, and as stated in Section 12 below.

Upon termination, WSM is authorized to pay any and all third-party obligations and costs, reimburse itself for any out-of-pocket expenses, return any Vending Machines to the Owner, wind down any obligations under any lease or other agreement with any Location Owners, and otherwise do all things that are reasonable and necessary to wind down operations as described under this Agreement. Thereafter, WSM is authorized to disburse any remaining net profits as set forth in Paragraph 3 above.

9. Noncompete/Nonsolicitation.

a. General Noncompete. Owner agrees, during the term of this Agreement and for a period of three (3) years after termination of this Agreement, regardless of which Party terminated said Agreement and/or the nature or cause, if any, for such termination, Owner shall not, directly or indirectly, whether on Owner's own behalf and/or on behalf of any other person or entity (e.g., as an agent, officer, director, employee, and/or consultant of any such third party), engage in any service and/or support the development, manufacture, marketing, and/or sale of any product that competes with or is intended to compete with any service or product offered, sold or otherwise provided by WSM (or is intended to be offered, sold or otherwise provided by WSM in the future), including, but not limited to, the management and services described in Paragraph 1 above, within the following geographical area (the state(s) in which the Vending Machines are located if left blank): _____.

This Paragraph and Section shall survive termination of this Agreement.

b. Noncompete Relating to Locations. In addition to the foregoing, Owner agrees to, at any time after the Termination of this Agreement regardless of which Party terminated said Agreement and/or the nature or cause, if any, for such termination, Owner shall not, directly or indirectly, whether on Owner's own behalf and/or on behalf of any other person or entity (e.g., as an agent, officer, director, employee, and/or consultant of any such third party), place, manage, operate, maintain, use, and/or derive any profit from any vending machine (including the Vending Machines identified herein) at any Location or with any Location Owner, as defined in Paragraph 1 above.

It is specifically agreed that, for purposes of this Paragraph, WSM owns all rights in and to any lease or related agreements entered into with the Location Owners and with respect to operation of the Vending Machines at any Location and that Owner may not compete in any way with and/or interfere or impair the rights of WSM in such leases or related agreements.

Owner agrees that, in the event it violates this Paragraph, in addition to any damages available to WSM at law or in equity, to account for and disgorge and pay to WSM any and all Gross Profits as defined in Paragraph 3 above and/or any other similar profits, payments, proceeds, and monies derived, directly or indirectly, from the operation of the Vending Machines at any Location or from Services received in relation to said Vending Machines and/or Locations.

This Paragraph and Section shall survive termination of this Agreement.

c. Nonsolicitation. During the term of this Agreement and after the termination of this Agreement, and regardless of which Party terminated said Agreement and/or the nature or cause, if any, for such termination, Owner shall not, directly or indirectly, whether on Owner's own behalf and/or on behalf of any other person or entity (e.g., as an agent, officer, director, employee, and/or consultant of any such third party), (a) use or access WSM's past or present Location Owner, client and/or customer lists and contact information in any way in Owner's business activities, unless expressly consented to in writing by WSM; (b) solicit, contact, communicate with, and/or advertise to any Location Owners and/or WSM's past or present clients and/or customers; (c) interfere in any way with WSM's past, present or future business relationships and/or expectancy, including, but not limited to, with respect to any Location Owners and/or WSM's past or present clients and/or customers, marketing and/or advertising activities, accounts payable, accounts receivable, pending sales, management agreements and/or services, and/or other aspects of WSM's business and/or operations; (d) engage in any conduct that violates the Uniform Trade Secrets Act (RCW 19.108.010, et seq.) with respect to WSM and/or the Location Owners; and/or (e) engage in any commercial defamation or disparagement of WSM or its principals, agents and/or employees, including to the Location Owners and/or WSM's clients and/or customers.

Owner agrees that, in the event it violates this Paragraph, in addition to any damages available to WSM at law or in equity, to account for and disgorge and pay to WSM any and all profits, payments, proceeds, and monies received from any such Location Owner.

This Paragraph and Section shall survive termination of this Agreement.

c. Injunction. Owner acknowledges and agrees that a breach of this Agreement, including, but not limited to, any violation of the Noncompete and/or Nonsolicitation Agreements set forth above, will result in immediate and irreparable harm to WSM. Owner further acknowledges and agrees that money damages may be inadequate for such violations of this Agreement and consents to the entry of a temporary and permanent injunction or similar equitable relief restricting any violation of this Agreement upon default. Owner consents to entry of such an order without requiring WSM to post any bond or other security, or, if any applicable Statute, Rule or Court requires such bond, Owner agrees such bond shall be in the amount of not more than

\$100.00. Owner further acknowledges such an order is available in addition to any damages or other relief to which WSM is entitled by law or in equity.

This Paragraph and Section shall survive termination of this Agreement.

10. Intellectual Property. Owner agrees that any and all intellectual property rights, including, but not limited to, any and all right, title, claim, and/or interest in or to any and all patents, copyrights, trademarks, trade names, derivative works, moral rights, trade secrets, contract and licensing rights, claims and causes of action, proprietary rights thereto (the "Intellectual Property Rights"), with respect to WSM's business, operations, proprietary information, business model, methods and collection protocols relating to credit cards and other electronic payments, trade dress, trade secrets, designs, methods, formulas, client lists, technical specifications, including, but not limited to, its vending machines and business operations shall remain the sole and exclusive property of WSM and Owner unconditionally releases and waives any right, title, claim, and/or interest in or to said Intellectual Property Rights. Owner agrees to promptly return to WSM any such documents, drawings, lists, designs, specifications, and/or other materials relating to such Intellectual Property Rights and to hold the same in strict confidence and not disclose them to any third party without the express written consent of WSM.

This Paragraph and Section shall survive termination of this Agreement.

11. Ownership of Lease Rights, Locations and Contracts with Location Owners. Notwithstanding anything to the contrary in this Agreement, WSM holds any and all right, title, claim and/or interest in or relating to: (a) any lease or other agreement entered into between any Location Owners and WSM and/or Owner relating to the placement, use and operation of the Vending Machines; and (b) the Locations. Owner expressly releases, waives and disavows any such right, title, claim and/or interest in or to said lease, other agreement or Locations, excepting the right to payment specifically prescribed under Paragraph 3 above.

This Paragraph and Section shall survive termination of this Agreement.

a.

12. Voluntary Agreement. The Parties agree and acknowledge that they have read this Agreement, fully understand it and have voluntarily executed its terms.

13. Integration. This Agreement contains the entire understanding of the Parties and supersedes any prior understandings and agreements between them with respect to the subject matter hereof. There are no other representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto, or any of them, relating to the subject matter of this Agreement. No amendment, modification, termination, waiver or supplement of any provision of this Agreement shall be a valid or effective unless made in writing and executed by the Parties hereto subsequent to the date of this Agreement.

14. Equal Opportunity in Drafting. It is understood and agreed that Agreement has been executed knowingly and voluntarily and the Parties equally participated in, or had an opportunity to participate in, the drafting of this Agreement. No ambiguity shall be construed against any Party based upon a claim that that Party drafted the ambiguous language.

15. Authority. The Parties each represent and warrant that they have full power and actual authority to enter into this Agreement and to carry out all actions required of them by this Agreement. All persons executing this Agreement represent and warrant that they have full power and authority to bind the entity on whose behalf they are signing, including any marital communities.

16. Binding Effect. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective heirs, legatees, representatives, employees, attorneys, receivers, trustees, transferees, subsidiaries, members, shareholders, parents, affiliates, agents, successors and/or assigns, and the marital communities of the Parties.

17. Attorney's Fees/Governing Law. If either Party institutes suit against the other concerning the Agreement, the prevailing Party shall be entitled to an award of its reasonable attorney's fees and other litigation expenses and costs.

The substantive laws of the State of Washington shall govern this Agreement for all purposes, including interpretation and enforcement. The Parties agree the venue and jurisdiction for any lawsuit commenced to enforce the terms of this Agreement or otherwise arising out of this Agreement shall be vested the Snohomish County (Washington) Superior Court.

18. Counterparts. This Agreement may be executed in any number of identical counterparts, notwithstanding that all Parties have not signed the same counterpart, with the same effect as if all Parties had signed the same document.

19. Time is of the Essence. Time is of the essence to this Agreement.

20. Further Documents and Addendums. Both Parties agree to execute all documents and to take any further actions reasonable and necessary to fulfill their obligations provided hereunder.

21. Severability. In the event a Court holds one or more provisions of this Agreement unenforceable, illegal, invalid, or void, such determination shall not affect the other provisions of this Agreement or render this Agreement in any way invalid, unenforceable or void. If any provision contained herein shall for any reason be held by any Court to be excessively broad as to duration, geographic scope, activity, or subject, it shall be constructed by limiting or reducing it such that the Court deems it reasonable, and shall not have the effect of rendering that provision or the entire Agreement otherwise unenforceable.

22. Counterparts/Signature. This Agreement may be signed as one or more counterparts. The Parties may transmit their signatures via email, facsimile or other electronic transmittal and it will have the same force and effect as if they exchanged original signatures.

23. Notice. All notices provided hereunder shall be sent to the Parties at the following addresses, subject to change by either Party upon written notice to the other:

WSM:

2732 Grand Avenue Suite 122
Everett, WA 98201

Owner:

JAMES GROUP INTL LLC
9 BURTON VISTA CT
LAFFAYETTE, CA 94549

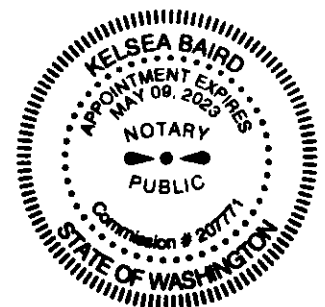
EXECUTED ON THE DATES SET FORTH BELOW:

Water Station Management, LLC

By: [Signature] Date: NOVEMBER 12TH 2019
Its: MANAGING MEMBER

Owner:

JAMES GROUP INTL LLC



Kelsee Baird, Snohomish
Signed before me on
November 12th, 2019.

By: Ronald James
Its: Managing Member

Date 11-12-19

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa

On November 12, 2012 before me, J. Christie, Notary Public
(insert name and title of the officer)

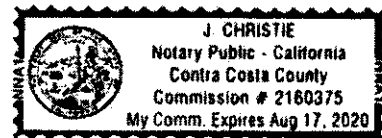
personally appeared Ronald James

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature J. Christie (Seal)



Attach to: WSM, LLC Service + Mgmt Agreement

ADDENDUM

BETWEEN

Water Station Management LLC & James Group Intl, LLC (JGI) a Nevada LLC

TERMS

This addendum shall modify Section 1. e. and Section 3 of the Agreement for 24 months.

\$4,500,000 to WSM collateralized by 563 machines with serial numbers.

WSM shall have the authority to sell individual machines, by serial number, to other parties but shall replace each machine sold with a new machine, by serial number, immediately.

ROI of 27.9% payable 30 days in arrears on a monthly basis (\$104,625 per month).

No payment due during the 30 day build period.

Timeline-

If the investment is made, for example, November 10th, 2019 the build time is the month of November.

A payment of \$104,625 is due at the end of December (30 days in arrears) and the end of each month thereafter. If net revenue is less than the payment, WSM shall be responsible for the difference. If net revenue is more than the payment, WSM shall receive the difference. This arrangement will stay in effect a minimum of two years (24 months) or a shorter period by mutual agreement. At the end of 24 months, also by mutual agreement, you (WSM)

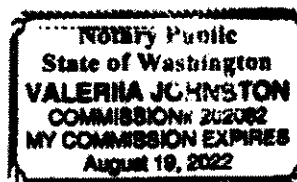
1. Refinance and return the original funds to JGI.
2. Or agree to keep this arrangement and/or modify it.
3. Or this agreement reverts to the original terms of a 50-47 EBITDA split of net revenues as defined by Section 1.e. and Section 3 of the Agreement.

Any additional monies JGI invests will be governed separately.

Water Station Management, LLC

By RYAN WEAVER
Title MANAGING MEMBER

Date 11/6/19



James Group Intl, LLC

By Ronald James
Title Managing Member

Date 11-12-19

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa

On November 12, 2019 before me, J. Christie, Notary Public
(insert name and title of the officer)

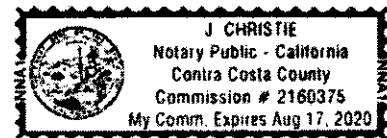
personally appeared — Ronald James —

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature J. Christie (Seal)



Attach to: Addendum

Acknowledgment of Individual

STATE OF WASHINGTON

COUNTY OF Inchamuth

On this day personally appeared before me Ryan Near only, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this 6th day of November, 20 19.

Valeria Johnston

Notary Public residing at Everett, WA

Printed Name: Valeria Johnston

My Commission Expires:

08/19/2022

Page 2 of 2

WATER VENDING MACHINES PURCHASED BY JAMES GROUP INTERNATIONAL 2019

STORE	ADDRESS	CITY	STATE	ZIP CODE	NUMBER	INSTALL	Formula: Unit cost 7283.00 ROI	7283 27.90%
KROGER GA 854	1101 BELTLINE RD SW	DECATUR	AL	35601	VJ300157016	2019		
KROGER GA 894	241 HWY 31 SW	HARTSELLE	AL	35640	VJ300156999	2019		
KROGER 552	2009 DRAKE AVE SW	HUNTSVILLE	AL	35801	VJ300157192	2019		
KROGER 849	8404 MEMORIAL PKWY SW	HUNTSVILLE	AL	35802	VJ300156672	2019		
KROGER 689	7020 UNIVERSITY DR	HUNTSVILLE	AL	35806	VJ300157076	2019		
KROGER GA 508	2110 OAKWOOD AVE NW	HUNTSVILLE	AL	35810	VJ300157194	2019		
KROGER 517	6070 MOORES MILL RD	HUNTSVILLE	AL	35811	VJ300156575	2019		
Mobil Oil Gas Station	1004 Hacienda Blvd	La Puente	CA	91744	VJ100089172	2019	50981	\$14,223.70
Musica Latina	11585 Cedar Ave	Bloomington	CA	92316	VJ300078534	2019		
Weis Fuel Mart	9407 Magnolia Ave	Riverside	CA	92503	VJ100028082	2019		
Chuck's Liquor	467 E Foothill Blvd	Rialto	CA	92376	VJ300113707	2019		
Hunny's Market	19579 Temescal Canyon Rd	Corona	CA	92881	VJ200017796	2019		
HNOS Garcia	603 Cooper Rd	Oxnard	CA	93030	VJ100164067	2019		
Mega Liquor 8	2020 W Valley Blvd	Alhambra	CA	91803	VJ300114025	2019		
Mega Liquor Warehouse	347 S State St	Hemet	CA	92543	VJ100056364	2019		
Canyon Crest Liquor	1350 Massachusetts Ave	Riverside	CA	92507	VJ100164111	2019		
Rocky's Market	4645 N Sierra Way	San Bernar	CA	92407	VJ300114169	2019		
Liquor Land	14062 Springdale St	Westminst	CA	92683	VJ100164112	2019		
Charter Oak Liquor	20040 E Arrow Hwy	Covina	CA	91724	VJ100164104	2019		
George's Liquor	14102 Oxnard St	Van Nuys	CA	91401	VJ300113668	2019		
Liquorland #7	944 N Azusa Ave	Azusa	CA	91702	VJ300090982	2019		
Orange Liquor	535 N Tustin St	Orange	CA	92867	VJ100164092	2019		
Ken's Discount Liquor	1106 W 6th St	Corona	CA	92882	VJ100164135	2019		
Citrus Liquor	484 S Citrus Ave	Azusa	CA	91702	VJ600029723	2019		
Carousel Liquor	801 W Gladstone Ave	Azusa	CA	91702	VJ100164106	2019		
Rancho Ria Liquor	2000 W Rialto Ave	San Bernar	CA	92410	VJ100010628	2019		
El Torito Market	10851 Limonite Ave	Mira Loma	CA	91752	VJ100163928	2019		
Neighbors Market	1396 N Massachusetts Ave	San Bernar	CA	92411	VJ100163929	2019		
IE Liquor Mart	1101 N Mount Vernon Ave	San Bernar	CA	92411	VJ300113824	2019		
House of Ambrose	3331 Barham Blvd	Los Angeles	CA	90068	VJ100057398	2019		
Melrose Wine & Spirits #2	6023 Melrose Ave	Los Angeles	CA	90038	VJ100057457	2019		
Liquor Cabinet	1621 N Mountain Ave	Upland	CA	91784	VJ100164087	2019		
Liquor Paradise	10277 E Foothill Blvd	Rancho Cu	CA	91730	VJ100164085	2019		
My Liquor Jr Mart	627 S Euclid St	La Habra	CA	90631	VJ600029755	2019		
Liquor Emporium	1200 E Ocean Ave	Lompoc	CA	93436	VJ100164132	2019		
Los Tres Amigos	9701 South Avalon Ave	Los Angeles	CA	90003	VJ300077028	2019		
Bear Valley Ranch Market	Bear Valley Plaza, 32475 Clinton	Wildomar	CA	92595	VJ300112977	2019		

Top Market	503 N Azusa	Azusa	CA	91702	VJ100056478	2019
Bootleggers 2	111 E Ave K	Lancaster	CA	93525	VJ300090973	2019
Sky Liquor	14793 Bear Valley Rd	Hesperia	CA	92345	VJ100010572	2019
Liquidation Center	794 W 40th St	San Bernar CA		92407	VJ600029597	2019
Del Rosa Liquor (D & Z Proper)	3480 Del Rosa Ave	San Bernar CA		92404	VJ300081759	2019
Westside Liquor (D & Z Proper)	856 Medical Center Dr	San Bernar CA		92411	VJ300078533	2019
Kiowa Liquor & Market	12165 Kiowa Rd	Apple Valle CA		92308	VJ100164091	2019
Quick Stop 66	15028 7th St	Victorville CA		92395	VJ100056408	2019
Five Corner Market	109 Main St	San Jacinto CA		92583	VJ300090971	2019
Brookside Market	1275 Brookside Ave	Redlands CA		92373	VJ300078577	2019
Opal Liquor Market (Renamed)	1789 Mentone Blvd	Mentone CA		92359	VJ300113018	2019
Old Gold Liquor	15196 7th St	Victorville CA		92395	VJ100088485	2019
Depot 5 Mart	13187 Main St	Hesperia CA		92345	VJ400025587	2019
Shopping Basket	2217 W Ramsey St	Banning CA		92220	VJ400025586	2019
El Mercado La Rancherita	4410 W 5th St	Santa Ana CA		92703	VJ100164110	2019
Jug & Jigger Liquor	1411 E Highland Ave	San Bernar CA		92404	VJ300114140	2019
Doheny Liquor & Jr Market	34262 Doheny Park Rd	Capistrano CA		92624	VJ300090940	2019
Long Beach Del Amo Fuel "Self"	4990 Long Beach Blvd	Long Beach CA		90805	VJ100053009	2019
Hy's Liquor	10693 Lower Azusa Rd	Temple Cit CA		91780	VJ100057450	2019
Hal's Liquor	12587 California St	Yucaipa CA		92399	VJ300090949	2019
Azusa Liquor	861 S Lark Ellen Ave	Azusa CA		91702	VJ300114214	2019
Los Novillos Market	2650 Main St	Riverside CA		92501	VJ100057412	2019
Fresco Community Market	5914 Monterey Rd	Los Angeles CA		90042	VJ100016545	2019
Swiss Dairy & Liquor	708 E Main St	Barstow CA		92311	VJ100163953	2019
Rose Liquor	1201 E South St	Long Beach CA		90805	VJ300090972	2019
Lucky Liquor Store & Jr Marke	20948 Bloomfield Ave	Lakewood CA		90715	VJ300090948	2019
Mikes Shell	11272 Palmdale Rd	Adelanto CA		92301	VJ600029632	2019
Helendale Market & Liquor Str	26428 National Trails Hwy	Helendale CA		92342	VJ300078532	2019
Cold Beer & Wine Market	1850 W Wardlow Rd	Long Beach CA		90810	VJ100056334	2019
Jay's Liquor	1006 E 2nd St	Pomona CA		91766	VJ600029661	2019
One Stop Liquor	300 W Whittier Blvd	La Habra CA		90631	VJ100052600	2019
Raw Class Liquor	12838 E Foothill Blvd	Rancho Cu CA		91739	VJ100052209	2019
Miracle Market	800 West Alondra Blvd	Compton CA		90220	VJ100164109	2019
JC Market Plaza New: Nates M	2876 W Alondra Blvd	Compton CA		90220	VJ300090951	2019
Grog Shop	15721 Leffingwell Rd	Whittier CA		90604	VJ300090970	2019
Cavalier Liquor	4068 Tyler St	Riverside CA		92503	VJ300078574	2019
Old Fashion Deli & Market	2830 N Verdugo Rd	Glendale CA		91208	VJ100057378	2019
Tier 1 New Name: Somer Rose	6954 Atlantic Ave	Long Beach CA		90805	VJ100089174	2019
Shell Mart	13641 Foothill Blvd	Sylmar CA		91342	VJ300090969	2019
Valero	15103 S Western Ave	Gardena CA		90249	VJ300090947	2019
Twilight Liquor	16625 Normandie Ave	Gardena CA		90247	VJ300091010	2019
Snap-E Ed's Country Liquor	15823 Amar Rd	La Puente CA		91744	VJ100057353	2019
El Torrito Market	2662 Baseline St	Highland CA		92346	VJ100052937	2019

Bliss Liquor	695 W 9th St	San Bernar CA	92410 VJ100010517	2019
Food N Fuel 6	1055 N Waterman Ave	San Bernar CA	92410 VJ300090993	2019
Frank's Liquors	401 S La Cadena Dr	Colton CA	92324 VJ300090989	2019
Frank's Liquors	401 S La Cadena Dr	Colton CA	92324 VJ300114167	2019
Excellent Food Store	221 E C St	Colton CA	92324 VJ300090946	2019
Gene's Market & Liquors	103 9th St	San Bernar CA	92410 VJ300113643	2019
Paradise Liquor	1580 N Mt Vernon Ave	San Bernar CA	92411 VJ300113613	2019
Hesperia Gas & Mart	15515 Bear Valley Rd	Hesperia CA	92345 VJ400025512	2019
Total Discount	32801 Yucaipa Blvd	Yucaipa CA	92399 VJ300090936	2019
Just Bargain	291 E Base Line Rd	Rialto CA	92376 VJ300113005	2019
Farm Market	14058 Redlands Blvd	Moreno V2 CA	92555 VJ300091009	2019
La Famosa Market #3	22608 Alessandro Blvd	Moreno V2 CA	92553 VJ300090934	2019
La Famosa Market #5	390 S Mt Vernon Ave	San Bernar CA	92410 VJ300090941	2019
Jerry's Market	221 E Newburgh St	Azusa CA	91702 VJ300112987	2019
Ramirez Meat Market	4005 La Rica Ave	Baldwin Pa CA	91706 VJ300090992	2019
Market Avila	2501 Mountain View Rd	El Monte CA	91733-280 VJ300091004	2019
P & L Liquors	4301 Peck Rd	El Monte CA	91732 VJ300090944	2019
La California Market	8611 California Ave	South Gate CA	90208 VJ300090968	2019
Mobil 2	9401 Garvey Ave	El Monte CA	91733 VJ300091011	2019
Don Ramirez Liquor	2401 Durfee Ave	El Monte CA	91732 VJ300090988	2019
Janitzio #2 Market	8922 Beverly Blvd	El Monte CA	90660 VJ300090925	2019
Cabrillo Liquors & Fine Wines	1317 S Gaffey St	Pico Rivera CA	90731 VJ300090967	2019
Good Deals Supermarket	21580 Valley Blvd	San Pedro CA	91789 VJ100058910	2019
McGruders Liquor	1943 River Rd	City of Indi CA	92860 VJ300091008	2019
California Heights Market	3766 Orange Ave	Norco CA	90807 VJ300090960	2019
Fox Liquor	5402 Orange Ave	Long Beach CA	90805 VJ300090937	2019
Rick's Market	8451 Beverly Rd	Long Beach CA	90660 VJ300090938	2019
My Liquor	6900 S Long Beach Blvd	Pico Rivera CA	90805 VJ300090994	2019
JJ Liquor	840 W Rosencrans Ave	Compton CA	90222 VJ300090974	2019
General Liquor Store	614 E El Segundo Blvd	Compton CA	90222 VJ300091017	2019
Town & Country Liquor	111 N Raymond Ave	Fullerton CA	92831 VJ100052210	2019
Eddies Liquor Jr Market	6501 Lincoln Ave	Buena Parl CA	90620 VJ300090924	2019
Happy Liquor	2321 W Beverly Blvd	Montebellr CA	90640 VJ600029630	2019
S-Mart Food Store	811 N Fairview St	Santa Ana CA	92703 VJ300113532	2019
Valero Depot 6	17928 Wika Rd	Apple Valle CA	92307 VJ300090945	2019
Apple Valley Gas & Mart	21898 CA-18	Apple Valle CA	92307 VJ600029634	2019
ABC Liquor 2	8121 Bolsa Ave #A	Midway Cil CA	92655 VJ300091003	2019
A.V. Gas Mart	16801 Dale Evans Pkwy	Apple Valle CA	92307 VJ300090962	2019
Mojave GasMart	15322 Village Dr	Victorville CA	92394 VJ300114184	2019
U.S. Farmers Market	12301 Atlantic Ave	Lynwood CA	90262 VJ300091023	2019
Dutch Mill Dairy	20320 Norwalk Blvd	Lakewood CA	90715 VJ300090963	2019
Smitty's Liquor	13409 S Avalon Blvd	Los Angele CA	90061 VJ300113516	2019
Moy's Meat Market	13763 S Inglewood Ave	Hawthorne CA	90350 VJ300114191	2019

98th OK Market	9727 S Figueroa St	Los Angeles CA	90003 VJ300113552	2019
Hilltop Liquors	815 Indianapolis Ave	Huntingtor CA	92648 VJ300114090	2019
Hilltop Jr Market New owner:	7351 Warner Ave #102	Huntingtor CA	92647 VJ300091018	2019
Francisquito Drive In Dairy	2125 W Francisquito Ave	West Covin CA	91790 VJ300114125	2019
Reina's Market	313 6th St	Norco CA	92860 VJ300091006	2019
Ken's Liquor	4572 Durfee Ave	Pico Rivera CA	90660 VJ600029721	2019
Crown Empire Liquor	6951 Chapman Ave	Garden Gr CA	92854 VJ300090986	2019
Joe's Liquor & Jr Market New:	1710 E Artesia Blvd	Long Beach CA	90805 VJ300114194	2019
El Toro Bravo	739 W 19th St	Costa Mesa CA	92627 VJ400025582	2019
Happy Liquor 2	1538 W Holt Blvd	Ontario CA	91762 VJ600029635	2019
Arc Angels Market	12601 Harris Ave	Lynwood CA	90262 VJ300091019	2019
Mel's Liquor	14051 Indian St	Moreno Va CA	92553 VJ300113550	2019
HMC Liquor	9435 Washington Blvd	Pico Rivera CA	90660 VJ300113522	2019
Shop-N-Go	11636 Cedar Ave	Bloomington CA	92316 VJ300114187	2019
Freddy's Produce & Meat Mar	22142 Highway 18	Apple Valle CA	92307 VJ300090950	2019
Country Liquor	22862 Alessandro Blvd	Moreno Va CA	92553 VJ200002765	2019
E Street Market	1156 N E St	San Bernar CA	92410 VJ300113994	2019
P & J Market & Deli	570 S Greenwood Ave	Montebell CA	90640 VJ300114186	2019
Alta Dena Drive 1	456 E San Bernardino Rd	Covina CA	91723 VJ100164102	2019
Anatel Liquor	9414 Telegraph Rd	Downey CA	90240 VJ300090957	2019
Los Novillos Market 2	5405 Arlington Ave	Riverside CA	92504 VJ300090955	2019
El Rancho Market	1095 N Glassell St	Orange CA	92867 VJ300090954	2019
Pleasure Liquors	8422 Telegraph Rd	Downey CA	90240 VJ300114211	2019
Idyllwild Village Market	26000 Hwy 243	Idyllwild CA	92549 VJ100139610	2019
Stop Quick Market	29792 Rancho California Rd	Temecula CA	92591 VJ300113995	2019
Bob's Market Two	43157 20th St W	Lancaster CA	93535 VJ300114156	2019
Little Rock Liquor & Jr Market	8062 Pearblossom Hwy	Littlerock CA	93543 VJ300114008	2019
Cando Country Market	9662 Lanning Ln	Morongo V CA	92256 VJ300114208	2019
10th & I Smog & Gas	1007 W Ave I	Lancaster CA	93534 VJ300114190	2019
Sierra Gas & Scales	43857 Sierra Hwy	Lancaster CA	93534 VJ100164131	2019
Downtown Gas & Smog	44358 10th St W	Lancaster CA	93534 VJ300114215	2019
Smog & Tune-Up Master	1244 W Avenue I	Lancaster CA	93534 VJ300113517	2019
Soria's Meat Market	8535 Washington Blvd	Pico Rivera CA	90660 VJ300113038	2019
Marietta Liquor	27985 Bradley Rd	Sun City CA	92586 VJ300113019	2019
Sunny Liquor	829 S Knott Ave	Anaheim CA	92804 VJ300114068	2019
Ruben's Bakery	2701 N Santa Fe Ave	Compton CA	90222 VJ300113524	2019
Simaan Valero	8504 Artesia Blvd	Bellflower CA	90706 VJ300113016	2019
Piccadilly Circle 7 Mini Mart	42124 50th St W	Lancaster CA	93536 VJ300112985	2019
Town & County Liquor 2	2555 Fair Oaks Ave	Altadena CA	91001 VJ300113014	2019
Al's Auto Service Center	461 N Altadena Dr	Pasadena CA	91107 VJ300112989	2019
Wonder Grocery Market	44117 Division St	Lancaster CA	93535 VJ300114024	2019
Citrus Fuel Mart	909 N Citrus Ave	Covina CA	91722 VJ300114026	2019
S & B Market	16307 Chino Corona Rd	Chino CA	91708 VJ300114159	2019

Don's Liquor	616 Monterey Trail	Frazier Par CA	93225 VJ300113996	2019
Don's Liquor	616 Monterey Trail	Frazier Par CA	93225 VJ300114158	2019
Sam's Liquor	239 Frazier Mountain Park Rd	Lebec CA	93243 VJ300113993	2019
Water One System Inc	1374 E 16th St	Los Angeles CA	90021 VJ300114067	2019
Del Amo Plaza	2787 E Del Amo Blvd	Compton CA	90221 VJ300113039	2019
Magnolia Center	6040 Magnolia Ave	Riverside CA	92506 VJ300114213	2019
Starz Liquor	1800 W Olive Ave	Burbank CA	91506 VJ300114006	2019
Arlington Discount Mart	5366 Arlington Ave	Riverside CA	92504 VJ300112988	2019
Met Auto Service	1030 Kendall Dr	San Bernar CA	92407 VJ600029795	2019
Jerry's Liquor	564 E 6th St	Corona CA	92879 VJ300113765	2019
Super Liquor	12235 Palm Dr	Desert Hot CA	92240 VJ300113117	2019
Joon's & Discount	2211 Fair Oaks Ave	Altadena CA	91001 VJ300090952	2019
Sam's Dollar Store	173 E Baseline Rd	Rialto CA	92376 VJ300090950	2019
Corona 76	1610 W 6th St	Corona CA	92882 VJ300114023	2019
Alta Dena Dairy	1743 W Base Line St	San Bernar CA	92411 VJ300113118	2019
Amigo's Market	1602 W Highland Ave	San Bernar CA	92411 VJ300114005	2019
Martin's Auto Work	1600 E Washington Blvd	Pasadena CA	91104 VJ300090925	2019
Alta Dena Dairy 2	1385 W Foothill Blvd	Upland CA	91786 VJ600029859	2019
Nunez Bros Market	6072 Etiwanda Ave	Mira Loma CA	91752 VJ100164134	2019
SLS Shell	1091 W Foothill Blvd	Claremont CA	91711 VJ300113734	2019
7-Eleven	55277 CA-62	Yucca Valle CA	92284 VJ300114004	2019
Mission Hills Market	1450 Burton Mesa Blvd	Lompoc CA	93436 VJ300113015	2019
All American Fuel	49550 CA-62	Morongo v CA	92256 VJ300113032	2019
7-Eleven - Jackson	44046 Jackson St	Indio CA	92201 VJ300114168	2019
Central 76	3498 Central Ave	Riverside CA	92506 VJ300114110	2019
Highland Arco	189 W Highland Ave	San Bernar CA	92405 VJ300114139	2019
Chevron - Euclid	14088 Euclid Ave	Chino CA	91710 VJ600029628	2019
ARCO Riverside	1360 W Blaine St	Riverside CA	92507 VJ300112972	2019
ARCO Fontana	8898 Sierra Ave	Fontana CA	92335 VJ300113701	2019
ARCO Oak Hills	12078 Three Flags Ct	Oak Hills CA	92344 VJ300113606	2019
Jay Mart	1396 N Bordwell Ave	Colton CA	92324 VJ300113733	2019
Kwik-E Mart	31770 US Hwy 74	Homeland CA	92548 VJ300113738	2019
La Famosa Market #2	650 W Latham Ave	Hemet CA	92543 VJ300113639	2019
La Cadena Express	420 N La Cadena Dr	Colton CA	92324 VJ300113119	2019
I smoke smoke shop	43763 Florida Ave	Hemet CA	92544 VJ300113640	2019
Toleen Wholesale/Cash Carry	8802 Cypress Ave	Riverside CA	92503 VJ300114171	2019
Arco Pomona	295 E Mission Blvd	Pomona CA	91766 VJ300113675	2019
Car Gas & Food Mart	2720 14th St	Riverside CA	92507 VJ600029720	2019
Andy's Mart	509 W Foothill Blvd	Rialto CA	92376 VJ300113705	2019
76 - Yucca Valley	57266 Twentynine Palms Hwy	Yucca Valle CA	92284 VJ300113605	2019
Shell Gas - Riverside	6100 Clay St	Riverside CA	92503 VJ300113732	2019
Shell Gas - Perris	490 E San Jacinto Ave	Perris CA	92571 VJ300113676	2019
Saint George Mobil	1390 E Main St	Barstow CA	92311 VJ300113656	2019

ARCO - South El Monte	1808 Durfee Ave	South El Monte	91733 VJ300113634	2019
Shell Gas - Yuraj	14005 Whittier Blvd	Whittier CA	90605 VJ300113731	2019
Alta Denia Drive In Dairy - Tem	9201 E Las Tunas Dr	Temple Cit CA	91780 VJ300113658	2019
Cando #2 Liquor	72143 Twentynine Palms Hwy	Twentynin CA	92277 VJ300113609	2019
Kings Liquor	4435 Torrance Blvd	Torrance CA	90503 VJ300113709	2019
Corona Gas	625 W 6th St	Corona CA	92882 VJ300113002	2019
Serranos Mini Market	6104 S Vermont Ave	Los Angeles CA	90044 VJ300113974	2019
Alta Denia Dairy - Colton	1140 N Mt Vernon Ave	Colton CA	92324 VJ300113610	2019
Baldwin Park Dairy	4390 Maine Ave	Baldwin Pa CA	91706 VJ300114138	2019
CadFuels - Temple City	5329 Baldwin Ave	Temple Cit CA	91780 VJ300113635	2019
Dollar Plus & More	7840 Commonwealth Ave	Buena Park CA	90621 VJ300113638	2019
Kwik Stop Liquor	19663 Sherman Way	Reseda CA	91335 VJ300113037	2019
Cool Mart	10019 Mills Ave	Whittier CA	90604 VJ300113737	2019
Anaheim Gas Food Mart	2100 S Harbor Blvd	Anaheim CA	92802 VJ300113608	2019
Shell - Norwalk	12042 Firestone Blvd	Norwalk CA	90650 VJ300113704	2019
Star Market	57387 Twentynine Palms Hwy	Norwalk CA	92284 VJ300113642	2019
Cora's Market	16109 Norwalk Blvd	Norwalk CA	90650 VJ300113706	2019
Anna Coin Laundry	1111 Pacific Coast Highway Unit Harbor City	Lynwood CA	90710 VJ300113657	2019
Saelam Liquor	12720 Atlantic Ave	Twentynin CA	90262 VJ300112973	2019
Adobe Liquor	4960 Adobe Rd	North Palm CA	92277 VJ300113004	2019
Beyond	64200 20th Ave	Calimesa CA	92258 VJ300114107	2019
S & N Liquor	526 Myrtlewood Dr	Garden Gr CA	92320 VJ300113632	2019
ABC - Laundry Mat	12411 Haster St	Pinion Hills CA	92840 VJ300113007	2019
Pinion Hills Market	10602 Mountain Rd	Long Beach CA	92372 VJ300113003	2019
LPB Convenience Store	110 E Anaheim St	Torrance CA	90813 VJ300113568	2019
J & S Liquor	23804 Crenshaw Blvd	Riverside CA	90505 VJ300113106	2019
E & J Market Liquor	2710 University Ave	Banning CA	92507 VJ300113703	2019
Eddie's Liquor	1449 W Ramsey St	Los Angeles CA	92220 VJ300114111	2019
Chevron #3	901 N. Alameda St	Montebell CA	90012 VJ300113006	2019
Shell #1	801 W Olympic Blvd	La Puente CA	91640 VJ300114109	2019
Shell #2	2321 S Hacienda Heights Blvd	Hesperia CA	91745 VJ300113661	2019
Porgie's Liquor and Deli	16987 Main St	Banning CA	92345 VJ300112945	2019
Banning Village Market	266 N. San Geronio Ave	San Bernar CA	92220 VJ300113659	2019
Extramile Chevron	1677 Devore Road	Victorville CA	92407 VJ300112974	2019
Mojave Mkt & Liquor	15745 Mojave Dr	Artesia CA	92394 VJ300113751	2019
Potentia Fuel	11756 South St	Simi Valley CA	90701 VJ300113687	2019
Stearns Petroleum 76	2605 Stearns St	Van Nuys CA	93063 VJ300113673	2019
Triangle Liquor	8120 Sepulveda Blvd	San Bernar CA	91402 VJ400025780	2019
Shop Rite Liquor #3	747 N D St	Whittier CA	92401 VJ100153258	2019
Trinity Arco Am/Pm	8505 Pioneer Blvd	Burbank CA	90606 VJ100153271	2019
Magnolia Park Arco	3701 W. Magnolia Blvd	Lynwood CA	91505 VJ100153273	2019
Vicky's Market	3181 E. Imperial Hwy	Rancho Co CA	90262 VJ100153276	2019
Chevron - Sunrise	2707 Sunrise Blvd		95742 VJ100153278	2019

Sierra Shell	3999 Douglas Blvd	Roseville	CA	95661	<u>VJ100153281</u>	2019
Sams Liquor	8516 Auburn Blvd	Citrus Heig	CA	95610	<u>VJ100153282</u>	2019
Ed's 76	2400 15th Street	Sacrament	CA	95818	<u>VJ100153285</u>	2019
Tooley 29th St.	730 29th St	Sacrament	CA	95816	<u>VJ100164094</u>	2019
Tooley Carmichael	5103 Fair Oaks Blvd	Carmichael	CA	95608	<u>VJ400012148</u>	2019
Tooley W Sac.	800 Ikea Court	West Sacra	CA	95605	<u>VJ100057411</u>	2019
La Morena Market	4128 El Camino Ave	Sacrament	CA	95821	<u>VJ100164086</u>	2019
Twain Harte Market	18711 Tiffeni Dr #65	Twain Hart	CA	95383	<u>VJ300114199</u>	2019
Come & Go Food Store	4516 Freeport Blvd	Sacrament	CA	95822	<u>VJ100056340</u>	2019
Sierra Hills Market	117 CA-4	Murphys	CA	95247	<u>VJ600029784</u>	2019
Big Tree Market	2182 CA-4	Arnold	CA	95223	<u>VJ600029790</u>	2019
Choice Gas	7900 Fruitridge Rd	Sacrament	CA	95820	<u>VJ100028055</u>	2019
Tower Mart	7210 Roseville Rd	Sacrament	CA	95842	<u>VJ200017799</u>	2019
City Market - Greenback	6825 Greenback Ln	Citrus Heig	CA	95621	<u>VJ300107139</u>	2019
7 Stop Food Mart	2351 Vehicle Dr	Rancho Co	CA	95670	<u>VJ100153285</u>	2019
Discount Food & Liquor	700 E Bidwell St	Folsom	CA	95630	<u>VJ100056339</u>	2019
Valero - Rocklin	4450 Rocklin Rd	Rocklin	CA	95677	<u>VJ100057449</u>	2019
Liquor Bank	915 Main St	Chico	CA	95928	<u>VJ100052145</u>	2019
Highway 32 Mini Mart	1295 E 8th St	Chico	CA	95928	<u>VJ100052999</u>	2019
City Liquor	3028 Esplanade	Chico	CA	95973	<u>VJ100057389</u>	2019
Larts Valero (CARD ONLY)	7700 Auburn Blvd	Citrus Heig	CA	95610	<u>VJ300113755</u>	2019
Ray's Liquor	207 Walnut St	Chico	CA	95928	<u>VJ100029977</u>	2019
Downtown Liquor	598 E 8th St	Chico	CA	95928	<u>VJ200017915</u>	2019
76 Elk Grove	8010 Orchard Loop Ln	Elk Grove	CA	95624	<u>VJ100052226</u>	2019
Super Quick	28 E 12th St	Marysville	CA	95901	<u>VJ100057440</u>	2019
Super Gas - Florin	8498 Florin Rd	Sacrament	CA	95828	<u>VJ100057346</u>	2019
A-1 Gas & Liquor	7261 Stockton Blvd	Sacrament	CA	95823	<u>VJ100028078</u>	2019
Percy Avenue Grocery Store	169 Percy Ave	Yuba City	CA	95991	<u>VJ300113525</u>	2019
Sutter Mini-Mart	2234 California St	Sutter	CA	95982	<u>VJ100056482</u>	2019
Oro Dam Liquor Store	1055 Oro Dam Blvd E	Oroville	CA	95965	<u>VJ300078578</u>	2019
Little Farmers Market	4471 Olivehurst Ave	Olivehurst	CA	95961	<u>VJ200035566</u>	2019
Valero Country Marketplace	1789 W Charter Way	Stockton	CA	95206	<u>VJ300112996</u>	2019
Fairview Market	1017 Coombsville Rd	Napa	CA	94558	<u>VJ100057380</u>	2019
Oakley Market Liquor & Bait	3380 Main St	Oakley	CA	94561	<u>VJ100056392</u>	2019
Camanche Blue Store	4232 Camanche Pkwy N	Lone	CA	95640	<u>VJ100057490</u>	2019
Day & Night Shell	500 CA-49	Sutter Cret	CA	95685	<u>VJ300078579</u>	2019
Sonora Market	704 E Sonora St	Stockton	CA	95203	<u>VJ300113757</u>	2019
La Morenita Market #3	18307 Sonoma Hwy	Sonoma	CA	95476	<u>VJ100056394</u>	2019
Mission Liquor & Deli	4654 Whitney Ave	Sacrament	CA	95821	<u>VJ300078575</u>	2019
Franklin Valero	5601 Franklin Blvd	Sacrament	CA	95824	<u>VJ200035563</u>	2019
Harry's Liquor & Food	10847 Folsom Blvd	Rancho Co	CA	95670	<u>VJ300113719</u>	2019
Shell Rosemont	9100 Kiefer Blvd	Sacrament	CA	95826	<u>VJ100057493</u>	2019
Elk Grove Shell	8607 Elk Grove Blvd	Elk Grove	CA	95624	<u>VJ300114096</u>	2019

Foothills Shell	3998 Foothills Blvd	Roseville	CA	95747 VJ300114092	2019		
West Oaks Chevron	6001 W Oaks Blvd	Rocklin	CA	95765 VJ300107150	2019		
Vintners Elverta	7969 Watt Ave	Antelope	CA	95843 VJ100057413	2019		
Park Place Shell	2221 Del Paso Rd	Sacramento	CA	95835 VJ300114065	2019		
Lone Tree Shell	6031 Lone Tree Way	Brentwood	CA	94513 VJ300090976	2019		
Chevron - 1235	1235 California Ave	Pittsburg	CA	94565 VJ300091022	2019		
Family Market	1255 Buena Vista Ave	Stockton	CA	95203 VJ100057400	2019		
Thornton Market	26310 Thornton Rd	Thornton	CA	95686 VJ100164090	2019		
La Familia Market (2 Machine)	4500 Broadway Ave	Salida	CA	95368 VJ300090998	2019		
Stop & Shop	8229 Skyway	Paradise	CA	95969 VJ300091021	2019		
Collierville Country Store	3706 Collier Rd E	Acampo	CA	95220 VJ200023701	2019		
Raj's Mini Mart	100 D St	Wheatland	CA	95692 VJ300113690	2019		
Roseville Mini Market	1701 PFE Rd	Roseville	CA	95747 VJ300113702	2019		
Magic Buzz Mini Market	304 E Holt Ave	Pomona	CA	91767 VJ100057390	2019		
JK Liquor Mart	8530 W Commonwealth Ave	Buena Park	CA	90621 G8417578	2019		
JK Food Market	492 N Tustin St	Orange	CA	92867 VJ100057523	2019		
Herbst Liquor	9303 Thornton Rd Suite #A	Stockton	CA	95209 VJ100057540	2019		
Altadena Gas	1880 N. Lake Ave	Altadena	CA	91001 VJ100153275	2019		
KROGER VA 796	370 DIEDRICH BLVD	ASHLAND	KY	41101 VJ300156633	2019	306	2228598 \$621,778.84
KROGER VA 783	711 MARTIN LUTHER KING JR BL	ASHLAND	KY	41101 VJ300157596	2019		
STRIPE	3305 W. Marland/West Co. Rd.	Hobbs, NV	NM	88240 VJ300157457	2019	2	14566 \$4,063.91
STRIPE	1600 N. Grimes/Alto	Hobbs, NV	NM	88240 VJ300156909	2019		
STRIPE	1115 S. Dal Paso/Texas	Hobbs, NV	NM	88240 VJ300156846	2019		
STRIPE	5000 North Lovington Hwy/Mille	Hobbs, NV	NM	88240 VJ300156907	2019		
STRIPE	3400 N. Dal Paso/Navajo	Hobbs, NV	NM	88240 VJ300156822	2019		
STRIPE	718 W. Millen/Grimes	Hobbs, NV	NM	88240 VJ300157472	2019		
STRIPE	2005 West Pierce	Carlsbad, N	NM	88220 VJ300156878	2019		
STRIPE	1219 E. 2nd/Atkinson	Roswell, NI	NM	88201 VJ300157490	2019		
STRIPE	2010 S.E. Main/Poe	Roswell, NI	NM	88201 VJ300156934	2019		
STRIPE	2500 N. Main/Country Club	Roswell, NI	NM	88201 VJ300157489	2019		
STRIPE	600 W. College/Missouri	Roswell, NI	NM	88201 VJ300156935	2019		
CHEVRON	3650 W. SAHARA	LAS VEGAS	NV	89102 VJ300157353	2019	11	80113 \$22,351.53
CHEVRON	4895 W. SPRING MTN	LAS VEGAS	NV	89102 VJ300157180	2019		
CHEVRON	298 S. DECATUR	LAS VEGAS	NV	89107 VJ300157321	2019		
CHEVRON	6065 W. SAHARA	LAS VEGAS	NV	89102 VJ300157326	2019		
CHEVRON	2237 W CHARLESTON BLVD	LAS VEGAS	NV	89102 VJ300157325	2019		
CHEVRON	3201 W TROPICANA AVE	LAS VEGAS	NV	89103 VJ300157202	2019		
CHEVRON	4401 N. RAINBOW	LAS VEGAS	NV	89108 VJ300157005	2019		
CHEVRON	2000 NORTH RAINBOW	LAS VEGAS	NV	89108 VJ300157209	2019		
CHEVRON	4610 W. TROPICANA	LAS VEGAS	NV	89103 VJ300157355	2019		

CHEVRON	6885 W. TROPICANA AVE.	LAS VEGAS NV	89103 VJ300157182	2019		
CHEVRON	6650 W. CHEYENNE	LAS VEGAS NV	89108 VJ300157266	2019		
CHEVRON	3520 BLUE DIAMOND RD	LAS VEGAS NV	89139 VJ300157296	2019		
CHEVRON	3275 S RAINBOW BLVD	LAS VEGAS NV	89146 VJ300157295	2019		
CHEVRON	3780 W SUNSET RD	LAS VEGAS NV	89118 VJ300157265	2019		
CHEVRON	4701 W LAKE MEAD	LAS VEGAS NV	89108 VJ300157356	2019		
CHEVRON	4850 W SILVERADO RANCH	LAS VEGAS NV	89139 VJ300157205	2019		
CHEVRON	3440 W. RUSSELL RD	LAS VEGAS NV	89118 VJ300157201	2019		
CHEVRON	109 S. RAINBOW	LAS VEGAS NV	89128 VJ300157211	2019		
CHEVRON	7301 W. LAKE MEAD	LAS VEGAS NV	89128 VJ300157204	2019		
TEXACO	7500 W. CHEYENNE AVE.	LAS VEGAS NV	89129 VJ300157292	2019		
CHEVRON	11330 SOUTHERN HIGHLANDS	LAS VEGAS NV	89141 VJ300157203	2019		
			VJ300157498			
CHEVRON	4036 E. SUNSET	HENDERSC NV	89014	2019		
CHEVRON	599 W. LAKE MEAD	HENDERSC NV	89014 VJ300157496	2019		
CHEVRON	1101 W. SUNSET	HENDERSC NV	89014 VJ300156911	2019		
CHEVRON	601 MARKS ST	HENDERSC NV	89014 VJ300156872	2019		
CHEVRON	1220 E. LAKE MEAD	NORTH LA NV	89030 VJ300156852	2019		
THCS	3428 ST ROSE PKWY	LAS VEGAS NV	89052 VJ300157570	2019		
CHEVRON	2601 WIGWAM PKWY	HENDERSC NV	89074 VJ300156901	2019		
CHEVRON	115 STEPHANIE	HENDERSC NV	89074 VJ300156874	2019		
CHEVRON	1785 E. SUNSET	LAS VEGAS NV	89119 VJ300156910	2019		
CHEVRON	2353 E. WARM SPRINGS RD.	LAS VEGAS NV	89119 VJ300156850	2019		
CHEVRON	6176 LAS VEGAS BLVD. S	LAS VEGAS NV	89119 VJ300156849	2019		
CHEVRON	5685 MOUNTAIN VISTA	LAS VEGAS NV	89120 VJ300156904	2019		
CHEVRON	4805 W. CRAIG RD.	LAS VEGAS NV	89130 VJ300156851	2019		
Coyote Corner 1	3971 E Kellogg Rd	Pahrump NV	89061 VJ100164129	2019		
Coyote Corner 2	970 N Leslie St	Pahrump NV	89060 VJ100164125	2019		
Sunrise Food Mart/Sinclair	5780 E Charleston Blvd	Las Vegas NV	89142 VJ100028053	2019		
Coyote Corner 3	5118 E Lake Mead Blvd	Las Vegas NV	89156 VJ100164128	2019		
Pump N Snack	329 N Las Vegas Blvd	Las Vegas NV	89101 VJ100163951	2019		
Breeze Rite In	6451 Boulder Hwy	Las Vegas NV	89122 VJ100164952	2019		
Car Wash Broz	1615 N Pecos Rd	Las Vegas NV	89115 VJ300090953	2019		
				41	298603	\$83,310.24
Lombard Market	4904 N Lombard St	Portland OR	97203 VJ100052714	2019		
Portland City Market 2	5411 NE Cully Blvd	Portland OR	97218 VJ300113828	2019		
City Market #28	237 N 2nd St	Jefferson OR	97352 VJ100004869	2019		
Neighborhood Market #1	173 Pacific Highway	Monmouth OR	97301 VJ100028205	2019		
Neighborhood Market #6	610 W 1st Ave	Eugene OR	97402 VJ300112935	2019		
Mill City Market	829 SW 1st St	Mill City OR	97360 VJ300090926	2019		
Hillcrest Market	77967 S 6th St	Cottage Gr OR	97424 VJ300091001	2019		
City Market #30	1015 Walnut St	The Dalles OR	97058 VJ300114210	2019		
Sheridan Select Market	135 S Bridge St	Sheridan OR	97378 VJ300113553	2019		

Halsey Select Market	360 W 2nd St	Halsey	OR	97348 VJ300114039	2019	12	87396	\$24,383.48
Williamina Select Market	112 NE Main St	Williamina	OR	97396 VJ300112934	2019			
Adair Village Market	6002 NE William R Carr St	Adair Village	OR	97330 VJ300112933	2019			
KROGER TN 536	220 WEARS VALLEY RD	PIGEON FC TN		37863 VJ300157303	2019			
KROGER 562	702 WINFIELD DUNN PKWY	SEVIERVILLE TN		37876 VJ300157473	2019			
KROGER 581	10721 CHAPMAN HWY	SEYMOUR TN		37865 VJ300157006	2019			
KROGER 848	4918 KINGSTON PIKE	KNOXVILLE TN		37919 VJ300157190	2019			
KROGER VA 328	1664 E STONE DR	KINGSPOR TN		37660 VJ300157562	2019			
KROGER 670	234 E EMORY RD	POWELL TN		37849 VJ300157200	2019			
KROGER 506	2217 N BROADWAY ST	KNOXVILLE TN		37917 VJ300157039	2019			
KROGER 531	4409 CHAPMAN HWY	KNOXVILLE TN		37920 VJ300157039	2019			
KROGER 549	6702 CLINTON HWY	KNOXVILLE TN		37912 VJ300156636	2019			
KROGER VA 261	112 SUNSET DR	JOHNSON TN		37601 VJ300157018	2019			
KROGER 862	244 SOUTH HALL RD	ALCOA TN		37701 VJ300157044	2019			
KROGER 683	507 N FOOTHILLS PLAZA	MARYVILLE TN		37801 VJ300157567	2019			
KROGER GA 628	1820 ROANE STATE HWY	HARRIMAN TN		37748 VJ300157198	2019			
KROGER 690	1550 OAK RIDGE TPKE	OAK RIDGE TN		37830 VJ300157469	2019			
KROGER 530	9161 MIDDLEBROOK PIKE	KNOXVILLE TN		37923 VJ300157594	2019			
KROGER 684	9285 KINGSTON PIKE	KNOXVILLE TN		37922 VJ300157421	2019			
KROGER 845	143 MCGAVOCK PIKE	NASHVILLE TN		37218 VJ300157078	2019			
KROGER 866	4400 LEBANON PIKE	HERMITAG TN		37076 VJ300156753	2019			
KROGER 590	4120 N MOUNT JULIET RD	MOUNT JU TN		37122 VJ300157001	2019			
KROGER 532	2449 OLD FORT PKWY	MURFREES TN		37128 VJ300157314	2019			
KROGER 843	4560 HARDING PIKE	NASHVILLE TN		37205 VJ300157000	2019			
KROGER 656	4432 VETERANS PKWY	MURFREES TN		37128 VJ300156997	2019			
KROGER 553	463 SAM RIDLEY PKWY W	SMYRNA TN		37167 VJ300157017	2019			
KROGER 884	3410 GALLATIN PIKE	NASHVILLE TN		37216 VJ300156756	2019			
KROGER 574	2284 MURFREESBORO PIKE	NASHVILLE TN		37217 VJ300157040	2019			
KROGER 533	3930 CLARKSVILLE PIKE	NASHVILLE TN		37218 VJ300157564	2019			
KROGER 543	2946 S CHURCH ST	MURFREES TN		37127 VJ300156752	2019			
KROGER GA 525	9501 NORTHSHORE DR	KNOXVILLE TN		37922 VJ300157571	2019	28	203924	\$56,894.80
STRIPE	1103 S 11th/Lee Blvd	Lawton	TX	73501 VJ300157394	2019			
STRIPE	2 SW 11th/Gore Blvd	Lawton	TX	73501 VJ600025414	2019			
STRIPE	4236 SE Lee/45th	Lawton	TX	73501 VJ300157336	2019			
STRIPE	601 S Sheridan Road/E Avenue	Lawton	TX	73505 VJ300157401	2019			
STRIPE	3801 W Gore Blvd/38th	Lawton	TX	73505 VJ600025412	2019			
STRIPE	6457 NW Cache Road/67th	Lawton	TX	73505 VJ300157374	2019			
STRIPE	2015 NW Cache Road/Sheridan	Lawton	TX	73505 VJ300157397	2019			
STRIPE	2108 N Sheridan Road/Lincoln	Lawton	TX	73505 VJ300157399	2019			
STRIPE	1000 Holliday/10th	Wichita Fal TX		76301 VJ300157371	2019			
STRIPE	1401 Broad/14th	Wichita Fal TX		76301 VJ300157404	2019			

STRIPES	3601 Call Field/Kemp	Wichita Fal TX	76308 VJ600025384	2019
STRIPES	2731 SW Parkway/Kemp	Wichita Fal TX	76308 VJ300157400	2019
STRIPES	2200 SW Parkway/Taft	Wichita Fal TX	76308 VJ300157337	2019
STRIPES	5376 Kell Blvd./Barnett	Wichita Fal TX	76310 VJ300157370	2019
STRIPES	2109 S. Midkiff/I-20	Midland TX	79701 VJ300114071	2019
STRIPES	2411 Rankin Hwy/I-20	Midland TX	79701 VJ300114021	2019
STRIPES	2106 West Front Street/Garfield	Midland TX	79701 VJ300113991	2019
STRIPES	11200 Hwy 191	Midland TX	79701 VJ300114020	2019
STRIPES	2622 Rankin Hwy (Box 11032)/I- Midland	TX	79702 VJ300114070	2019
STRIPES	3200 E. Hwy 158/Garden City Hv Midland	TX	79702 VJ300114040	2019
STRIPES	3201 E. Hwy 158/Garden City Hv Midland	TX	79702 VJ300114042	2019
STRIPES	5407 Thomason/Loop 250	Midland TX	79703 VJ300114016	2019
STRIPES	4317 Andrews Hwy/Midland Dr	Midland TX	79703 VJ300114044	2019
STRIPES	1100 E Wadley/N Lamesa	Midland TX	79705 VJ300114130	2019
STRIPES	4508 North Big Spring/Loop 250	Midland TX	79705 VJ600029589	2019
STRIPES	4001 South FM 1788/I-20	Midland TX	79706 VJ300114043	2019
STRIPES	4400 N. Briarwood Ave./Midland	Midland TX	79707 VJ300114131	2019
STRIPES	2718 Sherwood Way/Garfield	San Angelo TX	76901 VJ600025359	2019
STRIPES	4560 Sherwood Way/Sunset	San Angelo TX	76901 VJ600025382	2019
STRIPES	1616 Howard Street/Glenna	San Angelo TX	76901 VJ600025383	2019
STRIPES	3002 Knickerbocker	San Angelo TX	76903 VJ600025483	2019
STRIPES	935 Knickerbocker Road/Currier	San Angelo TX	76903 VJ600025356	2019
STRIPES	1542 S Bell Street/Paint Rock	San Angelo TX	76903 VJ600025417	2019
STRIPES	3902 N Chadbourne/Colliseum D	San Angelo TX	76903 VJ600025480	2019
STRIPES	1821 N Bryant/19th	San Angelo TX	76903 VJ600025415	2019
STRIPES	635 S Bell Street/Rio Concho	San Angelo TX	76903 VJ600025362	2019
STRIPES	3925 S Bryant/Ben Ficklin	San Angelo TX	76903 VJ600025386	2019
STRIPES	1322 S Bryant/N Bryant	San Angelo TX	76903 VJ600025479	2019
STRIPES	1802 S Bryant Blvd/Avenue N	San Angelo TX	76903 VJ600025413	2019
STRIPES	4002 S Chadbourne/Old Christos	San Angelo TX	76904 VJ600025363	2019
STRIPES	5665 Sherwood Way/Southland	San Angelo TX	76904 VJ600025354	2019
STRIPES	4798 Knickerbocker Road/South	San Angelo TX	76904 VJ600025357	2019
STRIPES	5201 Knickerbocker Road/Valley	San Angelo TX	76904 VJ600025481	2019
STRIPES	2701 Sunset Bl./Sul Ross	San Angelo TX	76904 VJ600025416	2019
STRIPES	1606 LaFollette/Bell	San Angelo TX	76905 VJ600025360	2019
STRIPES	1733 Pulliam Street/Schroeder	San Angelo TX	76905 VJ600025358	2019
STRIPES	2203 S. Stockton/I-20	Monahans TX	79756 VJ600029776	2019
STRIPES	1300 East 8th St./Dixie	Odessa TX	79761 VJ300113617	2019
STRIPES	316 S. Grant/ Murrphy	Odessa TX	79761 VJ300113654	2019
STRIPES	1500 S. Grant/Odessa	Odessa TX	79761 VJ300113618	2019
STRIPES	5200 John Ben Shepperd Parkwa	Odessa TX	79762 VJ300113647	2019
STRIPES	1350 S. County Rd. West/I-20	Odessa TX	79763 VJ300113619	2019
STRIPES	5201 East 42nd St/Preston Smith	Odessa TX	79764 VJ600029620	2019

STRIPES	101 West Yukon Road/Andrews	Odessa	TX	79764 VJ300113987	2019
STRIPES	4020 Kermit Hwy/42/Loop 338	Odessa	TX	79764 VJ300114015	2019
STRIPES	10510 W. 42nd Street	Odessa	TX	79764 VJ600029588	2019
STRIPES	7801 W. University Blvd./Mockir	Odessa	TX	79764 VJ300114160	2019
STRIPES	807 North 1936/Dunn	Odessa	TX	79764 VJ300114161	2019
STRIPES	8001 E. Hwy 191/Faudree	Odessa	TX	79765 VJ300114018	2019
STRIPES	3351 Faudree Rd/Eastridge	Odessa	TX	79765 VJ300114017	2019
STRIPES	1219 S. Cedar/11th	Pecos	TX	79772 VJ600025387	2019
STRIPES	4101 S. Cedar	Pecos	TX	79772 VJ600025482	2019
STRIPES	2612 State Highway 17	Pecos	TX	79772 VJ600025352	2019
STRIPES	1308 N. Lamesa Hwy (Box1397)	Stanton	TX	79782 VJ300113797	2019
STRIPES	3401 98th/Indiana	Lubbock	TX	79423 VJ300157372	2019
STRIPES	3220 Milwaukee Ave/34th	Lubbock	TX	79416 VJ300157333	2019
STRIPES	6502 19th St./Milwaukee	Lubbock	TX	79416 VJ300157344	2019
STRIPES	5801 19th St./Frankford	Lubbock	TX	79407 VJ300157393	2019
STRIPES	6317 Milwaukee Ave.	Lubbock	TX	79424 VJ300157332	2019
STRIPES	11225 Quaker Avenue/114th St.	Lubbock	TX	79424 VJ300156978	2019
STRIPES	6519 University/66th	Lubbock	TX	79413 VJ300157299	2019
STRIPES	533 N. Frankford/Erskine	Lubbock	TX	79416 VJ300156977	2019
STRIPES	202 50th Street/Ave A	Lubbock	TX	79404 VJ300156976	2019
STRIPES	806 34th St/I-27	Lubbock	TX	79404 VJ300156948	2019
STRIPES	5802 98th St./Frankford	Lubbock	TX	79424 VJ300156973	2019
STRIPES	1601 19th St/Ave P	Lubbock	TX	79401 VJ300157369	2019
STRIPES	3402 Ave Q/34th	Lubbock	TX	79412 VJ300156888	2019
STRIPES	1818 Ave A/19th	Lubbock	TX	79401 VJ300156887	2019
STRIPES	8112 I-27/82nd St.	Lubbock	TX	79423 VJ300156809	2019
STRIPES	403 Ave Q/Marsha Sharp Freew	Lubbock	TX	79415 VJ300156945	2019
STRIPES	2025 Clovis Rd./Ave. U	Lubbock	TX	79415 VJ300156810	2019
STRIPES	101 N. College Ave/Hwy 114	Levelland	TX	79336 VJ300156883	2019
STRIPES	102 Clubview Dr/College	Levelland	TX	79336 VJ300156884	2019
STRIPES	801 Seagraves Rd/W. Webb	Brownfield	TX	79316 VJ300156926	2019
STRIPES	1402 East Tahoka Hwy/Cedar St	Brownfield	TX	79316 VJ300156944	2019
STRIPES	115 S. Broadway/Hwy 380	Post	TX	79356 VJ600029592	2019
STRIPES	900 Hwy 82/Ave I	Ralls	TX	79357 VJ300156920	2019
STRIPES	829 W Main/Harrison	Crosbyton	TX	79322 VJ300156885	2019
STRIPES	2717 Industrial Blvd	Abilene	TX	79605 VJ300156923	2019
STRIPES	6026 Hwy 277 South/Dub Wrigh	Abilene	TX	79606 VJ300156925	2019
STRIPES	4057 Loop 322/Next to Cisco Jr.	Abilene	TX	79602 VJ300156924	2019
STRIPES	800 Lubbock Hwy/E Stewart	Brownfield	TX	79316 VJ300156808	2019
STRIPES	410 College	Snyder	TX	79549 VJ300157335	2019
STRIPES	1300 E. Coliseum/25th St.	Snyder	TX	79549 VJ300157373	2019
STRIPES	2272 CR 139	Colorado C TX		79512 VJ300157334	2019
STRIPES	1101 Lamesa Dr./NW 11th	Big Spring	TX	79720 VJ300157338	2019

STRIPE	101 E. Broadway (Box 396)/I-20 Coahoma TX	79511 VJ300157308	2019	99	721017	\$201,163.74
STRIPE	101 East IH-20/Hickory	79512 VJ300157327	2019			
STRIPE	2715 Olton Road	79072 VJ300156922	2019			
KROGER VA 500	9480 W BROAD ST	23294 VJ300156586	2019			
KROGER 519	9000 STAPLES MILL RD	23228 VJ300156608	2019			
KROGER VA 517	11895 W BROAD ST	23233 VJ300156580	2019			
KROGER VA 503	1356 GASKINS	23233 VJ300156583	2019			
KROGER RS05	3001 POLO PARKWAY	23113 VJ300156757	2019			
KROGER VA 525	1510 E RIDGE RD	23229 VJ300156697	2019			
KROGER VA 523	14101 MIDLOTHIAN TURNPIKE	23113 VJ300156700	2019			
KROGER VA 501	2801 HICKS RD	23235 VJ300156667	2019			
KROGER VA 514	7000 TIM PRICE WAY	23225 VJ300156582	2019			
KROGER VA 515	9351 ATLEE RD	23116 VJ300156701	2019			
KROGER VA 510	6335 MECHANICSVILLE TURNPIKE	23111 VJ300156669	2019			
KROGER VA 228	245 ARCH AVE	22980 VJ300156760	2019			
KROGER VA 310	1790 E MARKET STREET	22801 VJ300156761	2019			
KROGER VA 343	850 STATLER BLVD	24401 VJ300156759	2019			
KROGER VA 347	400 OLD FRANKLIN TURNPIKE	24151 VJ300156573	2019			
KROGER VA 320	1925 ELECTRIC RD	24153 VJ300157592	2019			
KROGER VA 226	1477 W MAIN	24153 VJ300157193	2019			
KROGER VA 118	1618 MAIN ST	24422 VJ300156578	2019			
KROGER VA 404	422 E NELSON STREET	24450 VJ300156612	2019			
KROGER VA 326	2012 WARDS RD	24502 VJ300157467	2019			
KROGER VA 408	4119 BOONSBORO	24502 VJ300157420	2019			
KROGER VA 322	915 HARDY RD	24179 VJ300156653	2019			
KROGER VA 325	5050 RUTGERS ST	24012 VJ300156650	2019			
KROGER VA 209	7223 WILLIAMSON RD NW	24019 VJ300157008	2019			
KROGER VA 364	72 KINGSTON DR	24083 VJ300157475	2019			
KROGER VA 406	7789 Richmond Hwy	24522 VJ300157080	2019			
KROGER VA 391	3870 VALLEY GATEWAY BLVD	24012 VJ600025350	2019			
KROGER VA 345	555 N FRANKLIN ST	24073 VJ300157561	2019			
KROGER VA 377	15069 FOREST RD	24551 VJ300157563	2019			
KROGER VA 335	31 MIDWAY ST	24201 VJ600025349	2019			
Kroger 228	245 Arch Ave	VJ300159760	2019			
KROGER VA 788	6360 US ROUTE 60	25504 VJ300157471	2019	31	225773	\$62,990.67
KROGER VA 763	5450 BIG TYLER RD	25313 VJ300156632	2019			
KROGER VA 768	981 DUNBAR VILLAGE	25064 VJ300157181	2019			
KROGER VA 725	1439 MACCORKLE AVE	25177 VJ300156631	2019			
KROGER VA 754	10635 MACCORKLE AVE SE	25315 VJ300157189	2019			
KROGER 778	500 DELAWARE AVE	25302 VJ300157019	2019			
KROGER 769	5 RIVERWALK MALL	25303 VJ300157605	2019			

KROGER VA 817	- RT 85 HOPKINS BRANCH RD	DANVILLE WV	25053 VJ300156671	2019		
KROGER VA 0773	198 EMILY DR	CLARKSBURG WV	26301 VJ300156754	2019		
KROGER VA 0722	2609 RT 20 S	BUCKHART WV	26201 VJ300157075	2019		
KROGER 772	5717 MACCORKLE AVE	CHARLESTON WV	25304 VJ300156584	2019		
KROGER VA 0755	1851 EARL COVE RD	MORGANTOWN WV	26505 VJ300156762	2019		
KROGER 813	500 SUNCREST TOWN CENTRE	MORGANTOWN WV	26505 VJ300157015	2019		
KROGER 752	2007 E 7TH ST	PARKERSBURG WV	26101 VJ300156581	2019		
KROGER 753	930 DIVISION ST	PARKERSBURG WV	26101 VJ300156609	2019		
KROGER 782	19 7TH AVE WEST	HUNTINGTON WV	25701 VJ300157195	2019		
KROGER VA 708	55 W MAIN ST	RIPLEY WV	25271 VJ300156588	2019		
KROGER VA 784	302 GREAT TEAYS BLVD	SCOTT DEPT WV	25560 VJ300156652	2019		
KROGER VA 780	637 FAYETTE SQUARE	OAKHILL WV	25901 VJ300157565	2019		
KROGER 790	133 BECKLEY CROSSING	BECKLEY WV	25801 VJ300156635	2019		
KROGER VA 743	- ST RD 107 BELLEPORT PLAZA	HINTON WV	25951 VJ300156751	2019		
KROGER VA 770	151 BEAVER PLAZA	BEAVER WV	25813 VJ300156654	2019		
KROGER WV 316	1213 STAFFORD DR	PRINCETON WV	24740 VJ300157593	2019		
KROGER VA 765	180 RED OAK SHOPPING CENTRE	RONCEVER WV	24970 VJ300157309	2019		
STRIPES	700 E. Waylon Jennings Blvd./Ha	Littlefield WV	79339 VJ300156946	2019	24	174792 \$48,766.97
STRIPES	2500 Hall Ave/Hwy 84	Littlefield WV	79339 VJ300156943	2019		
				563	2	
				563	14566	\$4,063.91
					4100329	\$1,143,991.79
				Units	Units	

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT B
DECLARATION OF PAUL BARRERA

DECLARATION OF PAUL BARRERA ISO MOTION
FOR RELIEF FROM STAY AS TO CERTAIN
WATER MACHINES
NO. 24-33924-ARP, NO. 24-33919-ARP,
NO. 24-33934-ARP (4)

NORTH CITY LAW, PC
17713 Fifteenth Avenue NE, Suite 101
Shoreline, WA 98155-3839
Phone: 206.413.7288
Fax: 206.367.0120

J. Seth Moore
State Bar No. 24027522
semoore@swlaw.com
Zachary A. Cooper
State Bar No. 24137881
zcooper@swlaw.com
SNELL & WILMER L.L.P.
2501 North Harwood Street, Suite 1850
Dallas, Texas 75201
Telephone: 214-305-7301
Facsimile: 214-305-7351

Attorneys for *TurningPointe, LLC, d/b/a Turning Point Strategic Advisors*

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	Case No. 24-33919
	§	
REFRESHING USA, LLC	§	Chapter 11
	§	
Debtor.	§	
	§	

**DECLARATION OF NICK HOWE IN SUPPORT OF TURNING POINT STRATEGIC
ADVISORS' MOTION TO CONFIRM ERIC CAMM'S STATUS AS MANAGER OF
REFRESHING USA OR, ALTERNATIVELY, TO EXCUSE TURNOVER PENDING
DISMISSAL OR OTHER RELIEF**

I, Nick Howe, declare as follows:

1. I am a Principal and the Data Analytics Lead for Turning Point Strategic Advisors (“**Receiver**”), the general receiver over Creative Technologies, L.L.C., Refreshing USA LLC, and Water Station Management LLC (collectively, “**Debtor Entities**”), appointed by the Superior Court of King County, Washington (“**Washington Court**”).

2. I make this declaration in support of Receiver’s *Motion to Confirm Eric Camm’s Status as Manager for Refreshing USA or, Alternatively, to Excuse Turnover Pending Dismissal*

or Other Relief [Dkt. __] (“**Motion**”). Capitalized terms not otherwise defined herein shall have the meanings given to them in the Motion. Except where indicated, the facts stated herein are based upon my own personal knowledge, and if called upon to testify, I could and would competently testify thereto.

3. I am over the age of 18, and I am competent to testify. This declaration is based on my personal knowledge and my review of documents produced by Ryan Wear, Debtor’s Manager and principal actor, records provided by third parties as described below, and discussions with our court-approved brokers and former employees of Debtor and its affiliates. Exhibit A, attached hereto, is a true and correct copy of my curriculum vitae.

4. Together with Eric Camm and our legal team, I have spent the last four months gathering information and records regarding assets and the finances of the Debtor Entities and their affiliates. Early in our receiverships, and at our insistence, Mr. Wear granted us access to the QuickBooks files for Creative Technologies LLC and one other entity. I performed a detailed analysis of those files and related records. The effort to gather more information, however, has been a slog. Mr. Wear and Mr. Briggs continually resisted our efforts to gather information, including a refusal to grant us access to the QuickBooks files for the other Debtor Entities and some two-dozen other related entities. Indeed, we were forced to move for contempt sanctions before they started providing many of the records we had long sought.

5. On July 29, 2024, in response to the Washington Court’s order on our discovery motion, we received bank statements for Refreshing USA, the Debtor Entities, and certain affiliates for the period between August 2022 and June 2024. I have spent roughly the last two weeks analyzing those statements.

6. On July 30, 2024, we had a follow up conversation with Mr. Wear in which we asked him about the accounting and finances of the Debtor Entities.

7. Based on the foregoing documents and interviews, we have conducted a financial review of all three entities. Exhibit B, attached hereto, is a presentation that I prepared summarizing our review and findings. As noted in this report, I found it concerning that almost all revenue recorded in QuickBooks for the relevant period was in the form of six “Journal Entry” line items. A “Journal Entry” is a manually entered number that does not tie to a specific transaction. While Journal entries are not unusual, they should be supported with documentation such as receipts, invoices, purchase orders, correspondence, or similar documents. Based on my experience and understanding of the business model here, I would not expect to see the vast majority of Creative’s revenue comprised of undocumented journal entries. Manufacturing and service companies (which Creative purports to be) typically invoice their customers for goods sold or services provided. Here, we found limited evidence of this type of activity in Creative’s financial records. We have never been given access to the QuickBooks files for the other Debtor Entities.

8. We have repeatedly asked Mr. Wear and Mr. Briggs for documentation or at least some explanation to support the Journal Entries for Creative. Exhibit C, attached hereto, contains true and correct copies of e-mails in which I asked Mr. Wear and Mr. Briggs to answer questions about specific line items and entries in QuickBooks. To date, neither one of them has answered these questions despite repeated requests to do so.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed this 5th day of September 2024 at Seattle, Washington.

/s/ Nick Howe
NICK HOWE

4873-3757-1297.1

Exhibit B



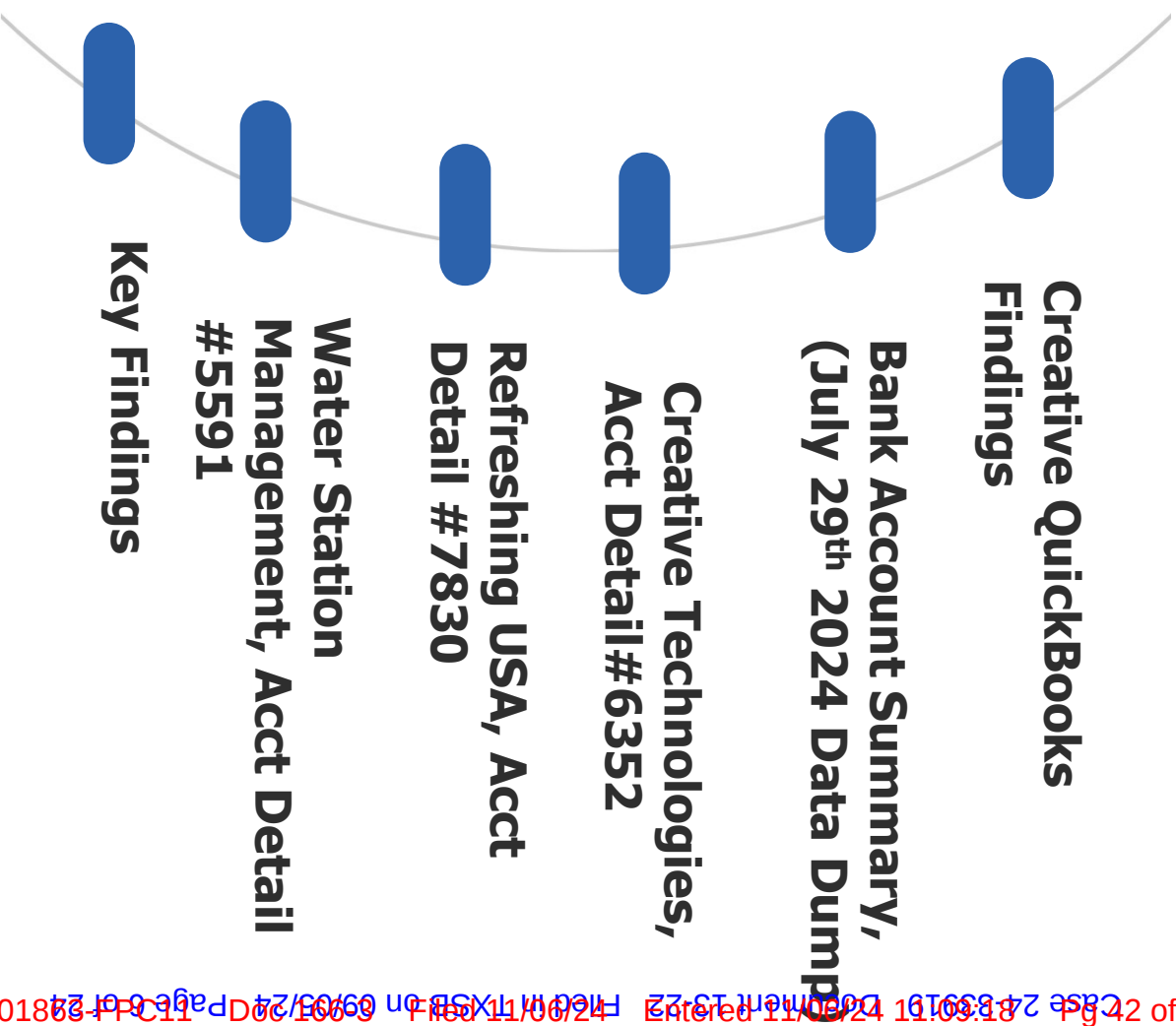
Creative Technologies and Related Entities – Financial Transaction Review

August 9, 2024

Nick Howe



Sources Reviewed and Findings





Creative Technologies LLC, QuickBooks Findings



- Per Jeremy Briggs on 5/30/2024 the Creative QuickBooks file has not been updated for 2024 transactions and was not reconciled.
- We chose to analyze the 12 month period ending 9/30/2023 as this data was also referenced in the Marcum Quality of Earnings Report.
- TTM sales as of 9/30/2023 was \$108.7M
- Sales were 99.97% comprised from 6 journal entries made to the QuickBooks records.
- We have repeatedly asked for explanation and support for these journal entries from Ryan Wear and his staff to no avail.
- Without support for these entries we are left to assume they are incorrect and potentially fraudulent in nature and do not reflect revenue generating activity performed by Creative Technologies LLC.
- This assumption is supported by examination of Creative's bank account statements, which do not show nearly enough in transaction volume or deposits to support this revenue (only \$35 million in deposits into Creative account in this same timeframe, of which over \$17 million came from affiliated entities.

Sales Detail - Creative Tech LLC		Sum of Credit
General Journal		\$108,594,882
Bond		\$8,338,500
Q1-23 Adjustment to Inventory		\$15,366,000
Revenue earned		\$25,553,500
(blank)		\$59,436,882
Invoice		\$32,802
Rental of equipment from Creative		\$1,254
(blank)		\$31,549
Grand Total		\$108,727,684

Deposits to Creative Technologies LLC		2022	2023	Total
Entity Groups				
Other		\$7,712,095	\$8,888,964	\$16,601,060
Water Station Entities		\$4,337,000	\$9,842,530	\$14,179,530
Referring Entities		\$1,795,000	\$1,200,950	\$2,995,950
Other Affiliate Entities		\$460,000	\$899,000	\$1,359,000
Creative Technologies LLC Account Transfers			\$278,750	\$278,750
Total		\$14,304,095	\$21,110,195	\$35,414,290

Transaction Date

10/1/2022 9/30/2023

Creative Technologies, LLC		Oct 22 - Sep 23
Profit & Loss		
October 2022 through September 2023		
Ordinary Income/Expense		
Income		
4100.WT - Sales		108,727,684.00
Total Income		108,727,684.00
Cost of Goods Sold		
5000.WT - Costs of Goods Sold		94,170,651.80
Total COGS		94,170,651.80
Gross Profit		14,557,032.20
Expense		
6000.WT - General Expenses		2,523,579.00
6100.WT - Advertising and Promotion		1,472.14
6200.WT - Administrative Expenses		235,430.64
6300.WT - Payroll Service Fee(s)		1,014,701.44
6400.WT - Insurance		69,627.52
6500.WT - Professional Fees		1,240,694.36
6600.WT - Interest Expense		5,355,924.14
6800.WT - Depreciation Expense		8,481,871.28
Total Expense		18,923,300.52
Net Ordinary Income		4,366,268.32
Other Income/Expense		
Other Expense		
8000.WT - Ask My Accountant		27,500.00
Total Other Expense		27,500.00
Net Other Income		-27,500.00
Net Income		4,338,768.32



Creative Technologies LLC, QuickBooks Findings

- We compared the QuickBooks Income Statement with the Income Statement presented in the Marcum Quality of Earnings Report.
- We found large discrepancies between the two data sources;
- These discrepancies indicate an environment lacking any internal controls over financial reporting at a minimum and are indicators of outright fraud.
- No explanation we are aware of as to how they can be that much different between the financial reporting software and the Marcum Report;

Creative Technologies LLC				
Income Statement				
Oct 2022-Sep 2023				
In 000's				
	Marcum Report	Creative QuickBooks	Variance	
Sales	79,879	108,728	28,849	
COGS	43,345	94,171	50,826	
Gross Profit	36,534	14,557	(21,977)	
Operating Expenses	8,447	18,923	10,476	
Other Expenses	6,242	28	(6,214)	
Net Income	21,845	(4,394)	(26,239)	
add Interest	3,105	5,356	2,251	
add Depreciation	3,137	8,482	5,345	
EBITDA	28,087	9,444	(18,643)	

Marcum Report, p. 60

Combining Income Statement - LTM Sep-23		
US\$ in thousands		
		Creative
Revenue	\$	79,878
Cost of revenue		43,345
Gross profit	\$	36,533
Gross profit %		45.7%
Operating expenses		8,447
Operating income (loss)	\$	28,087
Other (income)/expense		(6,242)
Net income (loss)	\$	21,845
Net income (loss) %		27.3%
Interest (income)/expense		3,105
Depreciation and amortization		3,137
EBITDA	\$	28,087
EBITDA %		35.2%

Source: Consolidated Integrated Model

Quickbooks

Creative Technologies, LLC

Profit & Loss

October 2022 through September 2023

Ordinary Income/Expense		Oct 22 - Sep 23
Income		
▶ 4100.WT - Sales		108,727.684.00
Total Income		108,727.684.00
▶ Cost of Goods Sold		
▶ 5000.WT - Costs of Goods Sold		94,170.651.80
Total COGS		94,170.651.80
Gross Profit		14,557.032.20
Expense		
▶ 6000.WT - General Expenses		2,523.579.00
▶ 6100.WT - Advertising and Promotion		1,472.14
▶ 6200.WT - Administrative Expenses		235.430.64
▶ 6300.WT - Payroll Service Fee(s)		1,014.701.44
▶ 6400.WT - Insurance		69.627.52
▶ 6500.WT - Professional Fees		1,240.694.36
▶ 6600.WT - Interest Expense		5,355.924.14
▶ 6800.WT - Depreciation Expense		8,481.871.28
Total Expense		18,923.300.52
Net Ordinary Income		-4,366.268.32
Other Income/Expense		
▶ Other Expense		
8000.WT - Ask My Accountant		27,500.00
Total Other Expense		27,500.00
Net Other Income		-27,500.00
Net Income		-4,393,768.32



Creative Technologies LLC, QuickBooks Findings

Marcum Report

Business Overview

Business Overview

Refreshing USA LLC ("RUSA"), Water Station Management LLC ("WSM"), and Creative Technologies LLC ("Creative"), collectively referred to as the "Company", were founded in Everett, Washington. Through its affiliates and subsidiaries, the Company manages water dispensing and vending machines throughout the United States. Water stations and vending machines are owned by the Company, with some water stations separately owned by third-party investors. The Company plans to exercise its options to repurchase water stations owned by third parties.

Creative purchases water stations from third parties and also manufactures water stations. Management estimates that 25% of the water station equipment is currently manufactured in-house. Vending machines are purchased from third-party manufacturers.

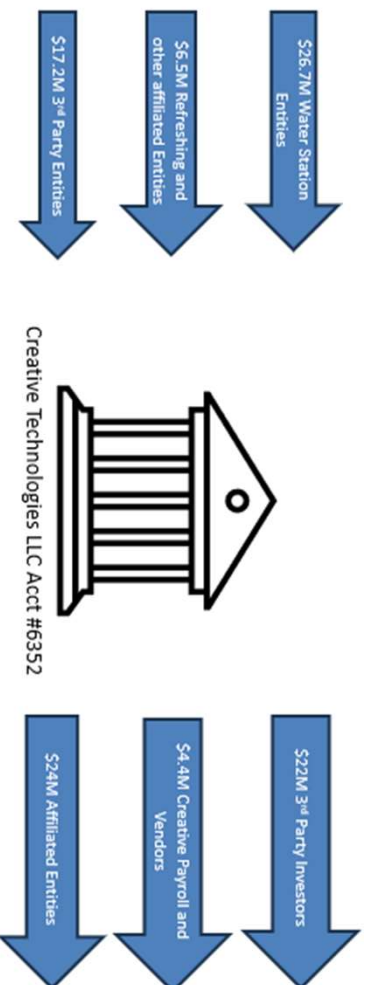
Creative and WSM install water station equipment at host locations, while RUSA sources/purchases the vending equipment. RUSA services substantially all the vending and water station equipment for the Company.

The Company enters into agreements with customers to host vending machines and water stations, for which it pays location fees. The Company's customer base is wide-ranging and consists of various retailers, schools, hotels, and other vending locations. As a result of the Company's multiple market segments and broad geographic presence, the Company does not experience significant customer concentration. See the Exhibits for additional discussion.

Revenues from water stations consist of equipment sales by Creative and consumer water purchases recorded on WSM. Vending revenues are primarily comprised of food, snack, and beverage sales. Vending revenues represented 53% of total gross revenue during the LTM Sep-23 period. While water sales represented 32% total gross revenues during the same period, Refer to the Points of Interest and the Exhibits for further details of revenues and financial performance.

MARCUM
ACCOUNTANTS • ADVISORS

- The Marcum report describes the business activities of Creative Technologies as mainly focused on purchasing water stations from third parties; manufacturing them and installing them at host locations.
- In that scenario we would expect the majority of the cash flowing into the business used to support manufacturing and purchasing activities (*IE - \$ flowing to other manufacturers for the purchase of machines and/or \$ flowing to vendors for materials necessary to manufacture in house*).
- We found the opposite to be the case when we examined the operating bank account for Creative Technologies. Over our sample period of August 2022-June 2024 91% of the cash received into the operating account went to pay 3rd Party investors or was funneled to sister entities of Creative. Only \$4.4M went towards payroll and payments to vendors.





Bank Account Summary

Source - 7/29/2024 Data Dump

Ending Balances per Statements provided 7/29/2024

[illegible]

- Statements from 46 unique Bank of America and Chase accounts for Creative and its sister entities were provided on 7/29/2024 for the periods August 2022 through June 2024
- The statements show a consistent pattern of money flowing in from various sources then being disbursed shortly thereafter (sweeping) leaving a available ledger balance near zero at the end of each month (there is no build up of funds anywhere in the statements provided);
- The account activity we see in these statements does not align with expectations for a company which purported to have a *combined EBITDA of \$36.5M in the TTM ended 9/30/2023* *.

**Source "Marcum Quality of Earnings Report"*

Case	Amount	Entity Name	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
A2-0082		Preserving Arizona LLC	-	-	-	-	-	-	-	-	-	-	-	-
CA-0188		Preserving California LLC	-	-	-	-	-	-	-	-	-	-	-	-
CO x 1277		Preserving Colorado LLC	-	-	685	-	-	-	-	-	-	-	-	-
FL x 1020		Preserving Florida LLC	-	-	50	-	-	-	-	-	2106	39,179	18,057	-
GA x 1525		Preserving Georgia LLC	-	-	2,801	-	-	-	-	-	-	-	-	-
Great Lakes x1839		Preserving Great Lakes LLC	-	-	508	-	-	-	-	-	-	-	-	-
Great Plains x0575		Preserving Great Plains LLC	-	-	-	-	-	-	-	-	-	-	-	-
Ideal x5282		Preserving Ideal Plans LLC	-	-	-	-	-	-	-	-	-	-	-	-
IL x1479		Smoking Point Holdings LLC	-	-	-	-	-	-	-	-	-	-	-	-
Mad x0073		Smoking Point Holdings LLC	-	-	-	-	-	-	-	-	-	-	-	-
Mad x0073		Smoking Point Holdings LLC	-	-	-	-	-	-	-	-	-	-	-	-
Mad x00782		Preserving Midwest LLC	-	-	-	-	-	-	-	-	-	-	-	-
NE-08257		Preserving Midwest LLC	-	-	-	-	-	-	-	-	-	-	-	-
NI-01858		Preserving New England LLC	-	-	-	-	-	-	-	-	-	-	-	-
NY-08067		Preserving New Mexico LLC	-	-	-	-	-	-	-	-	-	-	-	-
Smoking Point Holdings x4		Preserving Las Vegas LLC	-	-	-	-	-	-	-	-	-	-	-	-
Summit Mgmt-18858		Ideal Property Investments LLC	-	-	-	-	-	-	-	-	-	-	-	-
TX-0862		Summit Management Services LLC	-	-	-	-	-	-	-	-	-	-	-	-
US x1886		Retaining Texas LLC	-	-	803	-	809	36,581	15,828	127,090	27,591	1,334	53	10,004
US x1886		Retaining Texas LLC	-	-	803	-	-	33,988	34,430	4,222	754	1,102	1,321	1,261
US x1886		Retaining Texas LLC	-	-	803	-	-	616	616	506	3,970	287	237	212
US x1886		Retaining Texas LLC	-	-	803	-	-	-	-	-	-	-	-	-
VA-08732		Preserving Virginia LLC	-	-	473,974	-	134,722	[239,330]	31,864	9,486	49,163	45,027	15,267	27,073
VA-08732		Preserving Virginia LLC	-	-	473,974	-	134,722	[239,330]	31,864	9,486	49,163	45,027	15,267	27,073
VA-0806		Preserving Virginia LLC	-	-	-	-	7,097	269	64	8,073	103,469	3,857	8,594	65,124
VA-0806		Preserving Virginia LLC	-	-	-	-	7,097	269	64	8,073	103,469	3,857	8,594	65,124
VSM-0678		Valley Station Management LLC	-	-	-	-	22,380	1,350	9,062	4,418	27,488	3,173	49,209	65,124
VSM-0678		Valley Station Management LLC	-	-	-	-	22,380	1,350	9,062	4,418	27,488	3,173	49,209	65,124

Total Ending Balance

33



Bank Account Summary

Source - 7/29/2024 Data Dump



- Examples of sweep activity in bank accounts. Significant funds entering accounts then being distributed shortly thereafter. You can see how closely the highlighted "deposits" and "withdrawals" line up for the month in question;

WATER STATION MANAGEMENT LLC
2732 GRAND AVE STE 122
EVERETT, WA 98201-3416

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Please see the Important Messages - Please Read section of your statement for important details that could impact you.

Your Full Analysis Business Checking - Small Business
for October 1, 2022 to October 31, 2022

Account number [REDACTED] 8591

Account summary

Beginning balance on October 1, 2022	\$32,929.49	# of deposits/credits	2
Deposits and other credits	\$9,383,888.34	# of withdrawals/debits	286
Withdrawals and other debits	-\$4,177,986.83	# of days in cycle	30
Checks	-92,365.93	Average ledger balance	\$242,179.17
Service fees	-253.83		
Ending balance on October 31, 2022	\$116,226.61		

CREATIVE TECHNOLOGIES LLC
2732 GRAND AVE STE 122
EVERETT, WA 98201-3416

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Please see the Important Messages - Please Read section of your statement for important details that could impact you.

Your Full Analysis Business Checking - Small Business
for September 1, 2022 to September 30, 2022

Account number [REDACTED] 8352

Account summary

Beginning balance on September 1, 2022	\$134,415.54	# of deposits/credits	22
Deposits and other credits	7,941,555.76	# of withdrawals/debits	286
Withdrawals and other debits	-\$4,755,495.43	# of days in cycle	30
Checks	-\$380,170.13	Average ledger balance	\$242,179.17
Service fees	-465.00		
Ending balance on September 30, 2022	\$31,302.04		

REFRESHING USA, LLC
2732 GRAND AVE STE 122
EVERETT, WA 98201-3416

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Please see the Important Messages - Please Read section of your statement for important details that could impact you.

Your Full Analysis Business Checking - Small Business
for June 1, 2023 to June 30, 2023

Account number [REDACTED] 8330

Account summary

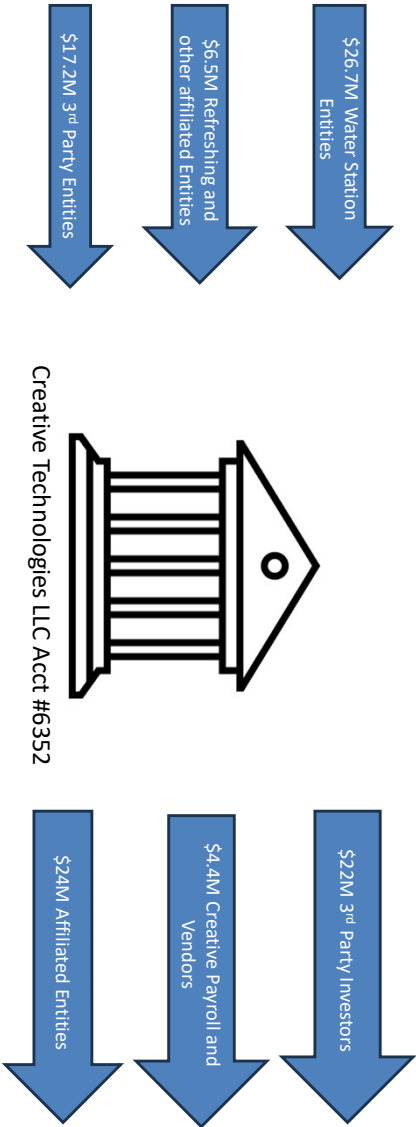
Beginning balance on June 1, 2023	\$161.96	# of deposits/credits	294
Deposits and other credits	\$7,944,186.58	# of withdrawals/debits	279
Withdrawals and other debits	-\$11,870,606.37	# of days in cycle	30
Checks	-25,667.67	Average ledger balance	\$100,761.60
Service fees	-42,047.33		
Ending balance on June 30, 2023	\$10,029.17		



Creative Technologies, Acct Detail #6352

August 2022-June 2024

- Sources and uses of Cash for 8/1/2022-6/30/2024
- 50.4M in Deposits and 50.4M in Withdrawals

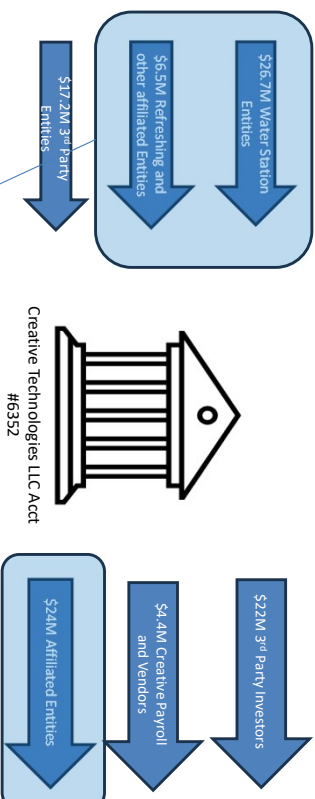




Creative Technologies, Acct Detail #6352

August 2022-June 2024

- Affiliated Company Transfers Detail



Row Labels	2022	2023	2024	Grand Total
Deposits to Creative Account #6352				
Water Station Management LLC	14,375,500	9,502,030	183,860	24,061,390
Refreshing USA LLC	2,385,000	828,850	41,910	3,255,760
Waterstation Finance Company LLC	2,097,000	360,000	219,100	2,676,100
K-2 MFG	450,000	500,000		950,000
Summit Management Services LLC		459,700	209,800	669,500
From Creative First Fed Account		260,000		260,000
Ideal Property Investments LLC	120,000	263,000	72,750	455,750
Refreshing Utah LLC		375,600	36,600	412,200
Refreshing Florida LLC		80,000		80,000
Refreshing Georgia LLC		18,750		18,750
From Creative Capital One Account				
Refreshing Washington LLC		11,000		11,000
Grand Total	19,814,500	12,658,930	764,020	33,237,450

Row Labels	2022	2023	2024	Grand Total
Payments or Transfers from Creative Account #6352				
Water Station Management LLC	(6,291,000)	(4,794,745)	(120,060)	(11,205,805)
Refreshing USA LLC	(3,481,000)	(1,308,000)		(4,789,000)
To Creative First Fed Account	(995,000)	(2,498,000)	(45,000)	(3,538,000)
Waterstation Finance Company LLC	(1,500,000)			(1,500,000)
Summit Management Services LLC		(1,185,000)	(17,500)	(1,202,500)
Ideal Property Investments LLC	(432,000)	(537,100)	(44,200)	(1,013,300)
To Creative Coastal Community Account		(614,900)		(614,900)
Refreshing Texas LLC		(65,000)		(65,000)
Refreshing California LLC		(2,500)		(2,500)
Refreshing Georgia LLC		(10,000)		(10,000)
To Creative Key Bank Account		(8,000)		(8,000)
Creative Technologies LLC	(7,000)			(7,000)
Grand Total	(13,441,900)	(10,408,345)	(226,810)	(24,077,055)

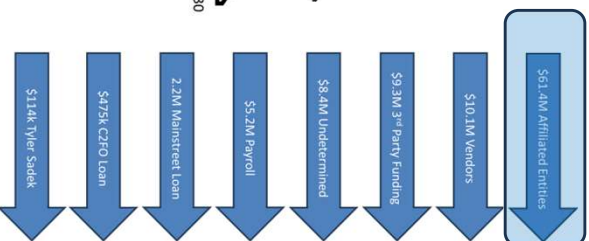
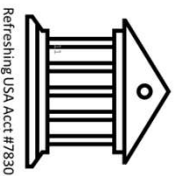
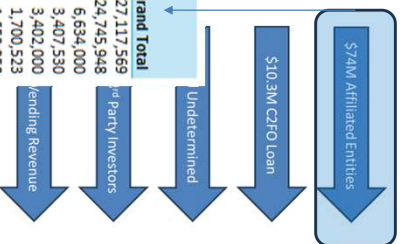


Refreshing USA, Acct Detail #7830 August 2022-June 2024



Affiliated Company Transfers Detail

Deposits to Refreshing USA account				
#7380	Column Labels			
Row Labels	IT 2022	2023	2024	Grand Total
Elite Vending	13,494,153	13,623,416		27,117,569
Water Station Management	8,042,700	10,728,800	5,974,448	24,745,948
Creative Technologies	5,186,000	1,448,000		6,634,000
Refreshing Texas LLC	1,453,169	1,954,361		3,407,530
VendPro LLC	1,335,000	2,067,000		3,402,000
Summit Management Services LLC	18,000	1,255,600	426,923	1,700,523
Refreshing California LLC	495,500	1,133,100	23,350	1,653,950
Refreshing Great Lakes LLC	557,700	824,600	149,500	1,531,800
Ideal Property Investments LLC	426,900	387,000		813,900
Refreshing Georgia	217,000	504,160	7,500	728,660
WA TRL Transfer		430,000		430,000
Refreshing New England LLC	161,900	179,200		341,100
Waterstation Finance Company LLC	30,000	283,900		313,900
Unknown Affiliate Account	13,500	249,000	200	262,700
Refreshing Arizona LLC	72,400	167,500	100	240,000
Refreshing Florida LLC	31,500	193,500	3,000	228,000
Refreshing Utah LLC		110,500		110,500
Refreshing USA		75,000	30,000	105,000
Refreshing Colorado LLC	25,500	38,400		63,900
Refreshing Washington		28,500	25,257	53,757
Not able to determine		35,000		35,000
Refreshing New Mexico LLC	19,800	12,200	100	32,100
Refreshing Great Plains LLC			100	100
Grand Total	31,580,722	35,730,738	6,640,478	73,951,937



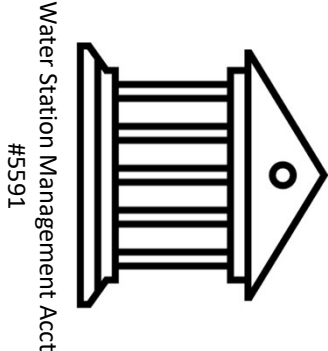
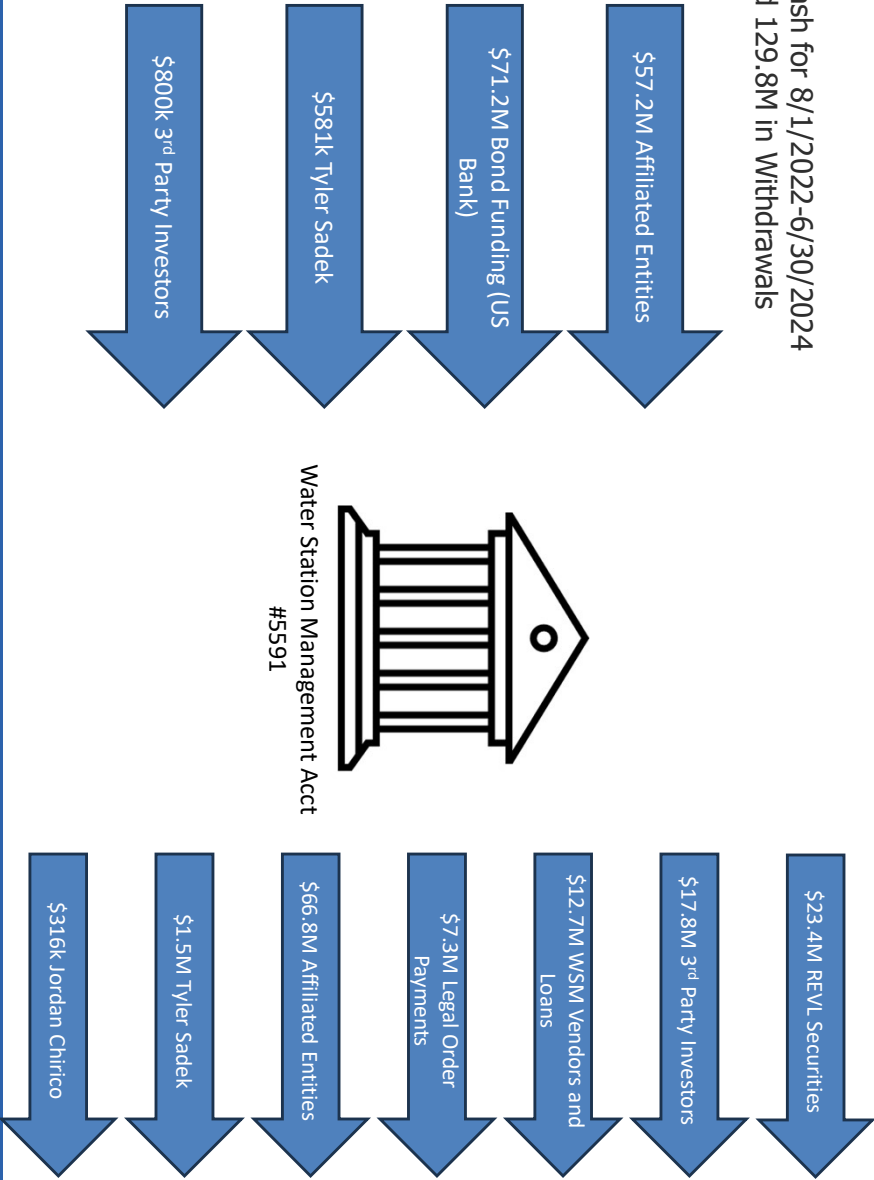
Payments or Transfers from Refreshing USA account #7380				
Row Labels	IT 2022	2023	2024	Grand Total
Water Station Management	-5,170,974	-10,110,300	-337,200	-15,618,474
Refreshing Texas LLC	-4,177,547	-4,990,839	-132,033	-9,300,419
Ideal Property Investments LLC	-1,238,000	-6,013,100	-93,000	-7,344,100
Refreshing California LLC	-2,572,700	-3,104,593	-9,200	-5,686,493
Creative Technologies	-4,453,000	-937,850	-41,910	-5,432,760
Summit Management Services LLC	-456,050	-2,948,800	-144,000	-3,548,850
Refreshing Georgia	-1,216,900	-2,145,800	-12,700	-3,375,400
Refreshing Florida LLC	-1,821,300	-1,472,388		-3,293,688
Refreshing Great Lakes LLC	-870,500	-987,100	-9,500	-1,867,100
Refreshing Arizona LLC	-661,000	-842,889	-1,600	-1,505,489
Refreshing Colorado LLC	-545,750	-491,657	-5,000	-1,042,407
VendPro LLC	-470,000	-460,000		-930,000
Refreshing New England LLC	-418,700	-484,203	-200	-903,103
Refreshing New Mexico LLC	-476,150	-287,253	-1,100	-764,503
Not able to determine		-467,500		-467,500
Refreshing Great Plains LLC	-75,070	-89,927		-164,997
WA TRL Transfer		-22,000	-65,960	-87,960
Refreshing Virginia LLC	-42,700	-2,400	-150	-45,250
Refreshing Mid Atlantic		-45,000		-45,000
Refreshing Tennessee LLC	-12,750	-1,100	-100	-13,950
Unknown Affiliate Account	-6,000		-2,800	-8,800
Grand Total	24,685,090	-35,904,799	-856,453	-61,446,162

Water Station Management, Acct Detail #5591

August 2022-June 2024



- Sources and uses of Cash for 8/1/2022-6/30/2024
- 129.8M in Deposits and 129.8M in Withdrawals

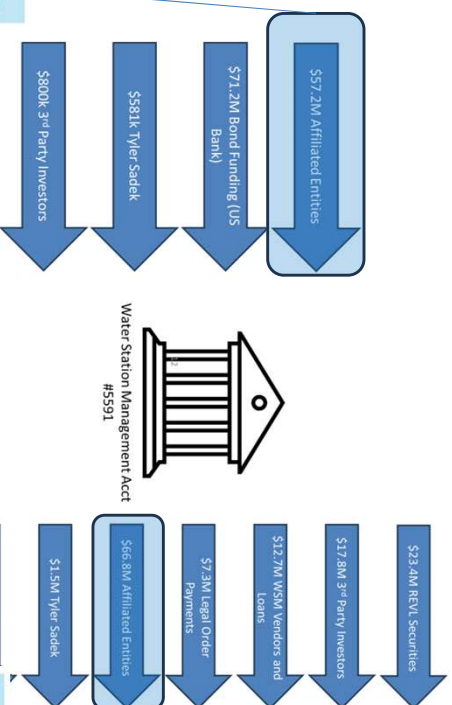


Water Station Management, Acct Detail #5591

August 2022-June 2024



Affiliated Company Transfers Detail



Row Labels	2022	2023	2024	Grand Total
Deposits to WSM Account #5591				
Water Station Management	3,908,065	11,758,935	345,435	16,012,435
Creative Technologies	4,038,000	4,719,600	85,000	8,842,600
Not able to Determine	1,442,160	5,559,078	10,455	8,011,693
Waterstation Finance Company LLC	1,966,100	5,233,500	7,199,600	7,199,600
Ideal Property Investments LLC	30,000	4,516,200	4,546,200	4,546,200
Elite Vending		480,977	3,835,123	4,316,100
Unknown Affiliate Account	190,000	2,645,000	2,835,000	2,835,000
Summit Management Services LLC		2,343,000	8,000	2,351,000
Golden State Vending, LLC		1,820,000	1,820,000	1,820,000
Refreshing USA		450,000	487,864	937,864
SOUTHERN VENDING			106,597	106,597
Refreshing Georgia		90,000		90,000
Refreshing California LLC		30,000		30,000
Refreshing Texas		26,218		26,218
Creative Technologies LLC		25,000		25,000
Refreshing Great Lakes		24,902		24,902
Refreshing Utah LLC		9,000	11,000	20,000
Refreshing Texas LLC		7,000		7,000
Refreshing Florida LLC		5,000		5,000
QUIDWEST REFRESHMENTS			2,250	2,250
Grand Total	11,574,325	40,743,409	4,891,725	57,209,459

Row Labels	2022	2023	2024	Grand Total
Payments or Transfers from WSM account #5591				
Water Station Management	-10,038,780	-17,633,630	-5,987,858	-33,660,268
Creative Technologies	-9,781,000	-11,756,030	-119,860	-21,656,890
Summit Management Services LLC	-85,000	-2,455,105	-4,468,597	-4,468,597
Waterstation Finance Company LLC	-246,500	-1,668,184	-2,540,105	-2,540,105
Ideal Property Investments LLC	-337,294	-364,370	-175,500	-877,164
Unknown Affiliate Account			-517,200	-517,200
Refreshing Washington		-468,000		-468,000
Creative Technologies LLC		-258,200	-63,873	-322,073
Refreshing Utah LLC			-79,700	-79,700
Refreshing California LLC			-91,284	-91,284
Refreshing Great Lakes LLC		-117,000		-117,000
Refreshing Colorado LLC		-23,500		-23,500
Refreshing Florida LLC		-17,500		-17,500
Refreshing Georgia		-2,300	-12,567	-14,867
Refreshing Arizona LLC		-500	-2,100	-2,600
Refreshing Texas LLC			-1,100	-1,100
Grand Total	-20,488,574	-36,763,966	-9,519,993	-66,772,532



Key Findings

- Financial Statements:
 - The lack of support and general poor record keeping of the QuickBooks for Creative Technologies LLC make relying on the financial statements risky if not impossible.
 - The discrepancies between the QuickBooks Financials and the Marcum Quality of Earnings Report indicate potential fraud with intent to mislead investors about the health of the business.
 - Payments amounting to \$572,500 were made to BF Borgers (a now defunct CPA firm) in 2022 and 2023 from the 3 bank accounts detailed in this report. This firm was accused by the SEC of fraud in its audit processes.
 - <https://www.sec.gov/newsroom/press-releases/2024-51>
- Bank Account Review
 - The consistent inflows and outflows in the account statements show a pattern of new money being used to pay previous debts. This is consistent with the definition of a Ponzi scheme.
 - The seemingly random nature of the transfers between various entities are not consistent with what would be expected for a business operating in the vending space.
 - Significant amounts of outside money from individual 3rd party investors and institutional funds appears to have been needed to keep up the appearance of a profitable consolidated business.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT C
DECLARATION OF PAUL BARRERA

DECLARATION OF PAUL BARRERA ISO MOTION
FOR RELIEF FROM STAY AS TO CERTAIN
WATER MACHINES
NO. 24-33924-ARP, NO. 24-33919-ARP,
NO. 24-33934-ARP (5)

NORTH CITY LAW, PC
17713 Fifteenth Avenue NE, Suite 101
Shoreline, WA 98155-3839
Phone: 206.413.7288
Fax: 206.367.0120

J. Seth Moore
State Bar No. 24027522
semoore@swlaw.com
Zachary A. Cooper
State Bar No. 24137881
zcooper@swlaw.com
SNELL & WILMER L.L.P.
2501 North Harwood Street, Suite 1850
Dallas, Texas 75201
Telephone: 214-305-7301
Facsimile: 214-305-7351

Attorneys for *TurningPointe, LLC, d/b/a Turning Point Strategic Advisors*

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	Case No. 24-33919
	§	
REFRESHING USA, LLC	§	Chapter 11
	§	
Debtor.	§	
	§	

**DECLARATION OF ERIC CAMM IN SUPPORT OF TURNING POINT
STRATEGIC ADVISORS' MOTION TO CONFIRM ERIC CAMM'S STATUS AS
MANAGER OF REFRESHING USA OR, ALTERNATIVELY, TO EXCUSE
TURNOVER PENDING DISMISSAL OR OTHER RELIEF**

I, Eric Camm, declare as follows:

1. I am a Principal and the Director of Capital Advisory for Turning Point Strategic Advisors ("**Receiver**"), the general receiver over Creative Technologies, L.L.C., Refreshing USA LLC, and Water Station Management LLC (collectively, "**Debtor Entities**"), appointed by the Superior Court of King County, Washington ("**Washington Court**").

2. I make this declaration in support of Receiver's *Motion to Confirm Eric Camm's Status as Manager for Refreshing USA or, Alternatively, to Excuse Turnover Pending Dismissal*

or Other Relief [Dkt. __] (“**Motion**”). Capitalized terms not otherwise defined herein shall have the meanings given to them in the Motion. Except where indicated, the facts stated herein are based upon my own personal knowledge, and if called upon to testify, I could and would competently testify thereto.

3. I am over the age of 18, and I am competent to testify. This declaration is based on my personal knowledge and my review of documents produced by Ryan Wear and Jeremy Briggs, records provided by third parties as described below, and discussions with former employees of Debtor Entities and their affiliates. At the outset of the receivership described above, Mr. Wear was the Manager of each of the Debtor Entities, and Mr. Briggs was the corporate controller for each of the Debtor Entities. The two of them have continually acted in concert as described below.

4. Exhibit A, attached hereto, are true and correct copies of relevant pages from the Operating Agreements for Refreshing USA LLC and Water Station Management LLC and the relevant amendment to the Operating Agreement for Creative. These documents are more than 20 pages each, so I have submitted only the relevant pages in the interests of brevity. Complete copies are available upon request.

5. Exhibit B, attached hereto, are true and correct copies of the home webpage for Creative, which does business as Water Station Technology, and the “Our Services” webpage for Refreshing.

6. Mr. Wear has told us that the water machines and vending machines sold, owned, or serviced by the Debtor Entities are tracked in a single database platform, on which there is no data to tie machines to investors or lenders. We learned from Richard Brennan that this database is called the Vending Management System (“VMS”), and it was created and is maintained by Parlevel Systems. Mr. Brennan is a former employee of the Debtor Entities.

7. Mr. Wear has never given us access to it despite repeated and specific requests by me and our attorneys. We had a subpoena to Parlevel in process when this case was filed. Rather than give us access to VMS, Mr. Wear produced three Excel spreadsheet with thousands of line items purporting to list water machines and vending machines. To limit the amount of paper being submitted, below the topline numbers in the spreadsheets:

Excel File Name	Type of Asset	Count
Machine List	Water Machines	4,889
Machine List – WSM Parlevel with Cost	Water Machines	5,134
Fixed Assets CT	Vending Machines	8,813

Native electronic files and hard copies of these spreadsheets are available on request, and I hereby make an offer of proof to the extent necessary. Consistent with Mr. Wear's description of the database, the spreadsheets contain no information tying any individual machine to any individual owner or lender. Moreover, the spreadsheet does not include complete list of serial numbers.

8. Mr. Wear has also told us that machine-generated revenue first flows to the payment processor, Cantaloupe Inc., and then into bank accounts in the name of Refreshing and its subsidiaries. From there, it appears from our review of bank statements that Mr. Wear and Mr. Briggs move funds to other entities in random fashion (or, if there is a specific purpose for the transfer, it is not documented in any manner).

9. Recently, we received an Excel spreadsheet from Cantaloupe identifying the deposit accounts to which they transfer funds generated by machines associated with Mr. Wear or Mr. Briggs. Exhibit C, attached hereto, is a version of that spreadsheet modified to consolidate accounts across tabs and to redact individual account numbers to protect privacy. Native electronic files and hard copies of these spreadsheets are available on request, and I hereby make an offer of proof to the extent necessary.

10. Exhibit D, attached hereto, is a true and correct copy of bank statements produced by Mr. Wear. In light of the miniscule balance in Creative's account in May, at the outset of the receivership, I asked Mr. Wear how he expected to make payroll that month. He told me that he would fund payroll from a different source. Our repeated requests to identify the source of funds have gone ignored to this day.

11. Soon after our appointment, we began hearing from stakeholders that Mr. Wear has been marketing the assets of the Debtor Entities in a re-finance or re-capitalization scheme. After investigation, we learned that well before this receivership Mr. Wear engaged an investment banking firm in Los Angeles called AGRA Capital Advisors to orchestrate a re-capitalization.

12. Receiver has always been open to a re-capitalization if it is grounded in real data and results in a better outcome for creditors than a liquidation. To that end, our attorneys and I contacted AGRA to request information relating to the re-capitalization effort.

13. Despite repeated requests to be included in their purported recapitalization efforts, neither AGRA nor Mr. Wear has provided Receiver with complete and reliable data supporting the size and scope of re-capitalization that would be required to satisfy creditors here. Indeed, we were recently told by Bryce Forsberg, CEO of Refreshing, that they intend to exclude Receiver until their deal is on the verge of closing because they saw the receivership as an inconvenient "last piece of the puzzle." As such, they have refused even to name the sources of capital for their purported transaction, nor have they shared any due diligence beyond a draft "Due Diligence Report" from Marcum LLC. As detailed in my colleague's declaration, there appear to be material misstatements in that report. Because AGRA and Mr. Wear would not share the data underling the report, we were forced to issue a third-party subpoena to Marcum LLC. That subpoena was in process when the involuntary petition commencing this case was filed.

14. On August 23, 2024, the Washington Court also appointed me as Manager of the Debtor Entities pursuant to the Washington Consumer Protection Act and the Washington Court's equitable powers in receivership. Mr. Wear was the Manager of the Debtor Entities before that. At the time, Mr. Briggs was the corporate controller for each of the Debtor Entities. As detailed above and in the Motion, Mr. Wear and Mr. Briggs have acted in concert with each other throughout the relevant period.

15. After my appointment as Manager, I reached out to Mr. Wear and Mr. Briggs to set up a meeting in which we would discuss operational issues. They ignored my invitation to meet in person, but we did speak to Mr. Wear on the phone. On Tuesday, August 27, 2024, my colleague, Nick Howe, and I drove up to the Debtor Entities' headquarters office in Everett, Washington, to discuss operational issues in person. During this meeting, Mr. Briggs confirmed again that he had not maintained the books for any of the Debtor Entities throughout calendar year 2024 (*i.e.*, none of the QuickBooks files for any entities were up to date past December of 2023). He also confirmed that he could not allocate cash flow between the Debtor Entities and their affiliates.

16. My most pressing concern is payroll. We learned in the meeting that the Debtor Entities had not made payroll in at least three weeks. Mr. Briggs told us that an employee named "Danielle" handled payroll through Paylocity. I asked him to introduce me to Danielle. He told me she was in a meeting but that he would get the payroll liability report from her when she was available. He then went into his office and locked the door behind him. After about an hour of waiting, Mr. Howe and I knocked on the door and asked when Danielle would be out of her meeting and able to provide the payroll liability. Mr. Briggs told me that he had forgot to tell us that Danielle had left for the day to attend a family matter. I was shocked. Indeed, Mr. Briggs and Mr. Wear never connected me with Danielle or provided any information on payroll. I ultimately had to get her information (email/phone) from Mr. Forsberg.

17. Beyond all of the obfuscation that predated my appointment as Manager of the Debtor Entities, I found Mr. Briggs' and Mr. Wear's intransigence regarding payroll issues to be the last straw. As a result of this evasive behavior and the harm it is causing to other employees, I terminated Mr. Briggs' and Mr. Wear's employment. The rank-and-file employees are victims in this matter and deserve to be paid for their work, especially because they are important to preserving the assets that do exist. I have since secured the headquarters facility and the files that I was able to find to try and preserve what assets remain.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed this 5th day of September, 2024 at Seattle, Washington.

/s/Eric Camm
ERIC CAMM

4873-3757-1297.1